



Municipality of Township of Blandford-Blenheim

BY-LAW No. 1326-2001

WHEREAS the Council of the Corporation deems it necessary to borrow the sum of One Million dollars to meet, until the taxes are collected, the current expenditures of the Corporation for the year:

AND WHEREAS the total of amounts previously borrowed under Section 187 of the Municipal Act, as amended from time to time, (the "Act"), that have not been repaid are NIL dollars.

AND WHEREAS the amount of the estimated revenues (as defined and interpreted in the Act) of the Corporation as set out in the estimates adopted for the current year and not yet collected (or, if the same have not yet been adopted, the amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year) Seven Million Seven Hundred and Seventeen Thousand Six Hundred and Thirty- dollars; Two.

AND WHEREAS the amount to be borrowed under this by law and the amounts of borrowings that have not been repaid does not in the aggregate exceed from January 1st to September 30th of the year, 50% of the total, and from October 1st to December 31st, 25% of the total of the estimated revenues of the Corporation as set out above.

BE IT THEREFORE ENACTED by the said Council as follows:


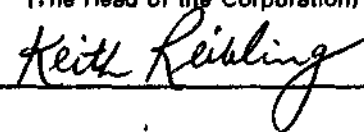
(1) The Head and the Treasurer of the Corporation are hereby authorized on behalf of the Corporation to borrow from time to time, by way of promissory note or banker's acceptance, from Bank of Montreal, a sum or sums not exceeding in the aggregate \_\_\_\_\_ dollars to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in subsection (1) of the said Section 187, as amended from time to time, and to give, on behalf of the Corporation, to the Bank a promissory note or notes, sealed with the corporate seal and signed by them for the moneys so borrowed, and such other documentation as may be requested by the Bank therefor, with interest at a rate not exceeding Prime per cent per annum, which may be paid in advance or otherwise.

(2) All sums borrowed from the said Bank, for any or all of the purposes mentioned in the said Section 187, as amended from time to time, shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years, as and when such revenues are received.

(3) The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to the authority of this By-law, as well as all the other sums borrowed in this year and any previous years, from the said Bank for any or all of the purposes mentioned in the said Section 187, as amended from time to time, together with interest thereon, all of the moneys hereafter collected or received on account or realized in respect of the taxes levied for the current year and preceding years and all of the moneys collected or received from any other source, which may lawfully be applied for such purpose.

Passed this 3rd day of January, ~~XX~~ 2001.

(SEAL)

  
(The Head of the Corporation)  
  
Clerk.

C/S

I hereby certify that the foregoing is a true copy of By-Law No. 1326-2001 of The Corporation of the Township of Blandford-Blenheim in the Province of Ontario, duly passed at a meeting of the Council of the said Corporation duly held, and that the said By-law is in full force and effect.

Dated this 3rd day of January, ~~XX~~ 2001.

As witness the Seal of  
the Corporation

\_\_\_\_\_  
Clerk.

C/S

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1327-2001

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-law Number 466-82 as amended, is hereby amended by changing to RR the zone symbol of the lands so designated RR on Schedule "A" attached hereto.
2. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to A2-46 the zone symbol of the lands so designated A2-46 on Schedule "A" attached hereto.
3. That Section 8.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

8.3.46 LOCATION: PART LOT 1, CONCESSION 7 (BLENHEIM), A2-46

8.3.46.1 Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any A2-46 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 8.1 to this By-Law.

8.3.46.2 Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any A2-46 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

8.3.46.2.1 LOT AREA:

Minimum

19 hectares

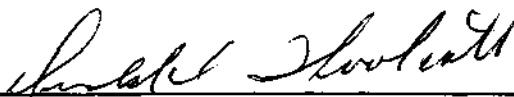
3. - cont.

8.3.46.2.2 That all the provisions of the A2 Zone in Section 8.2 of By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis.

4. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 3rd day of January 2001.

READ a third time and finally passed this 3rd day of January 2001.

  
\_\_\_\_\_  
Donald S. Woolcott  
Mayor

(SEAL)

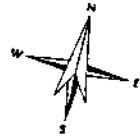
  
\_\_\_\_\_  
Keith Reibling  
Clerk

# SCHEDULE "A"

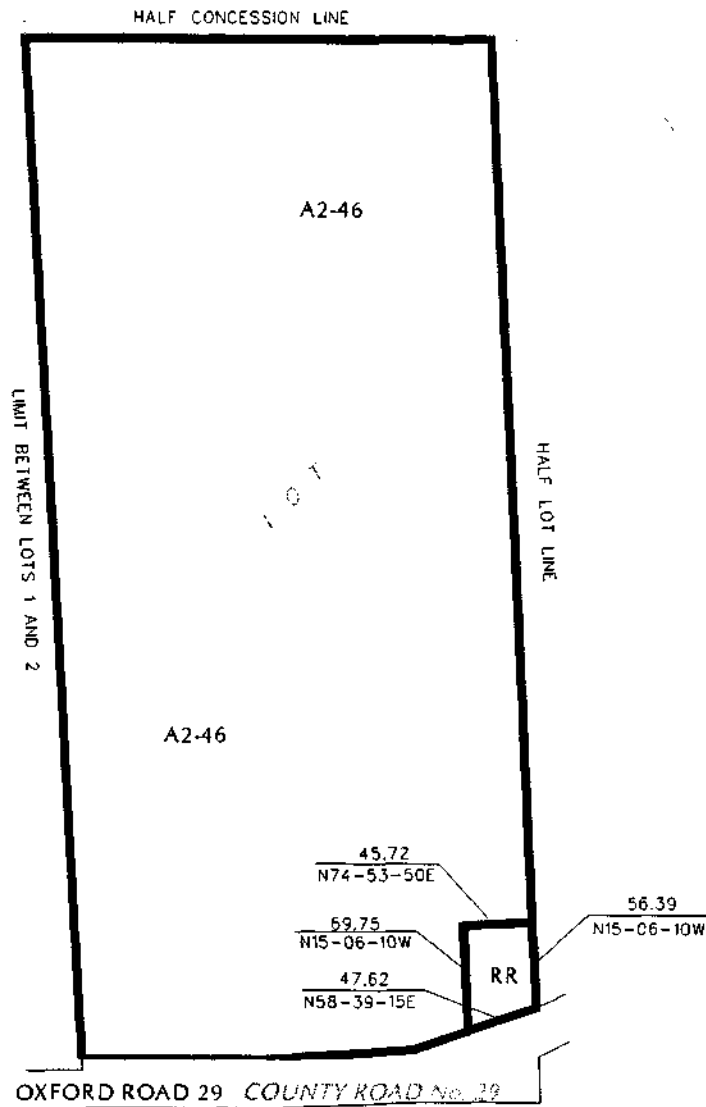
TO BY-LAW No. **1327-2001**

PART OF LOT 1, CONCESSION 7 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



CONCESSION VII



CONCESSION VII

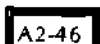
THIS IS SCHEDULE "A"

TO BY-LAW No. **1327-2001**, PASSED

THE **3rd** DAY OF **January**, 2001



AREA OF ZONE CHANGE TO RR



AREA OF ZONE CHANGE TO A2-46

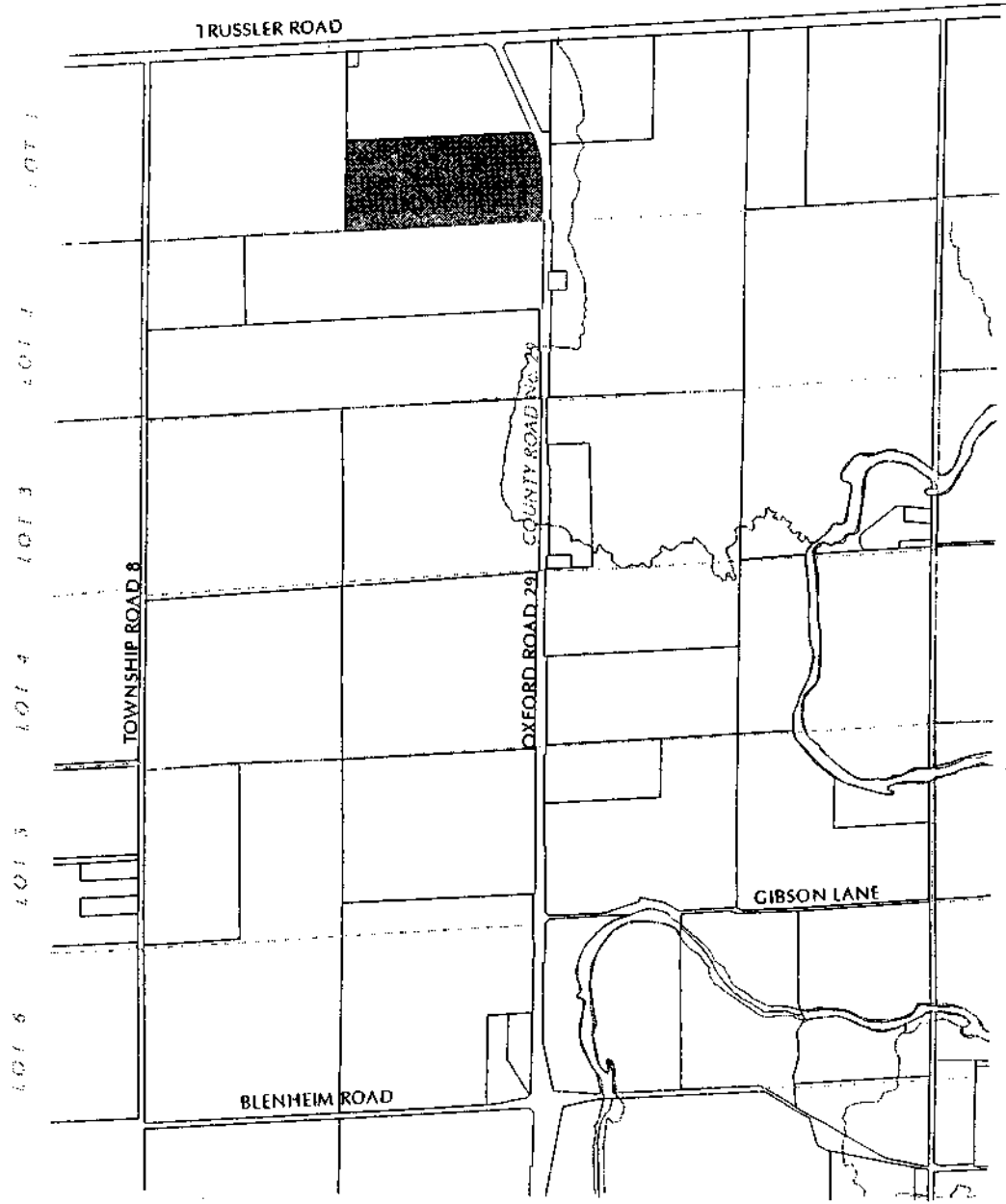
NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

*Donald S. Woolcott*  
Donald S. Woolcott MAYOR  
*Keith Reibling*  
Keith Reibling CLERK

# KEY MAP



LANDS TO WHICH BYLAW **1327-** APPLIES  
**2001**

ZON 1-415

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1327-2001

EXPLANATORY NOTE

The purpose of By-Law Number 1327-2001 is to rezone lands located on the north side of County Road 29, west of Trussler Road, comprising Part Lot 1, Concession 7 (Blenheim), in the Township of Blandford-Blenheim from General Agricultural (A2) and Residential Existing Lot (RE) to Rural Residential (RR) to reflect the non-farm rural residential use of the lot.

By-law Number 1327-2001 also rezones lands from General Agricultural (A2) to Special General Agricultural (A2-46). The special provision included in the by-law recognizes that the lot area of the lands zoned A2-46 is 19 hectares (49 acres), which is less than required by the provisions of the A2 Zone, as contained in the Township's comprehensive Zoning By-law.

The above-noted zone changes will implement a condition of approval imposed by the Oxford County Land Division Committee regarding Consent File No. B-96/00. The subject lands are currently owned by Douglas Gordon McRuer.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1327-2001. The public hearing was held on January 3, 2001.

Any person wishing further information relative to Zoning By-Law Number 1327-2001 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1328-2001

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-law Number 466-82 as amended, is hereby amended by changing to A2 the zone symbol of the lands so designated A2 on Schedule "A" attached hereto.
2. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to RR-23 the zone symbol of the lands so designated RR-23 on Schedule "A" attached hereto.
3. That Section 9.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"9.3.23      LOCATION: PART LOT 11, CONCESSION 2 (BLENHEIM), RR-23

9.3.23.1      Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any RR-23 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 9.1 to this By-Law.

9.3.23.2      Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any RR-23 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

9.3.23.2.1    DISTANCE FROM FARM BUILDINGS:

The required distance between any dwelling house and any existing stable, barn, shelter, pen, cage, kennel or other building or structure used to house animals or domestic fowl and any feed lot area or manure storage area in an A1 or A2 Zone shall be 90 metres.



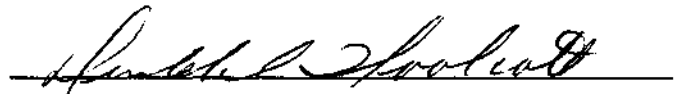
3. - cont.

9.3.23.2.2 That all the provisions of the RR Zone in Section 9.2 of By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

4. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 3rd day of January 2001.

READ a third time and finally passed this 3rd day of January 2001.



Donald S. Woolcott

Mayor

(SEAL)



Keith Reibling

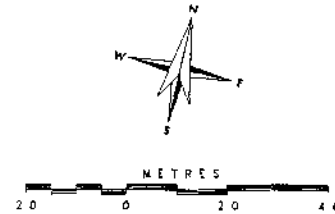
Clerk

# SCHEDULE "A"

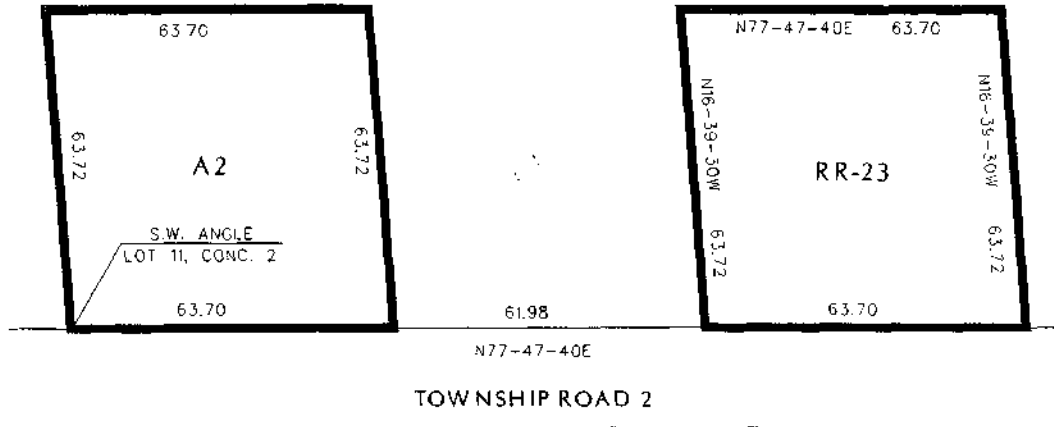
TO BY-LAW No. **1328-2001**

PART OF LOT 11, CONCESSION 2 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



CONCESSION



CONCESSION

THIS IS SCHEDULE "A"

TO BY-LAW No. **1328-2001**, PASSED

THE **3rd** DAY OF **January**, 2001

**A2** AREA OF ZONE CHANGE TO A2

**RR-23** AREA OF ZONE CHANGE TO RR-23

NOTE: ALL DIMENSIONS IN METRES

*Donald S. Woolcott*  
Donald S. Woolcott MAYOR

*Keith Reibling*  
Keith Reibling CLERK



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COUNTY OF OXFORD

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1328-2001

EXPLANATORY NOTE

The purpose of By-Law Number 1328-2001 is to rezone lands located on the north side of Township Road 2, east of County Road 3, comprising Part Lot 11, Concession 2 (Blenheim), in the Township of Blandford-Blenheim from General Agricultural (A2) to Special Rural Residential (RR-23) to reflect the proposed non-farm rural residential use of the lot. The special provision included in the by-law provides for complete relief of the required setback between a dwelling house and buildings or structures used for housing livestock.

By-law Number 1328-2001 also rezones lands from Residential Existing Lot (RE) to General Agricultural (A2), reflecting the applicants intent to merge these lands with the abutting farm holding and use the lands for agricultural purposes.

The above-noted zone changes will implement a condition of approval imposed by the Oxford County Land Division Committee regarding Consent File No. B-112/00. The lands to be zoned RR-23 are currently owned by Bell City Jerseys Ltd. while the lands to be zoned A2 are owned by Reginald & Janet Butcher.

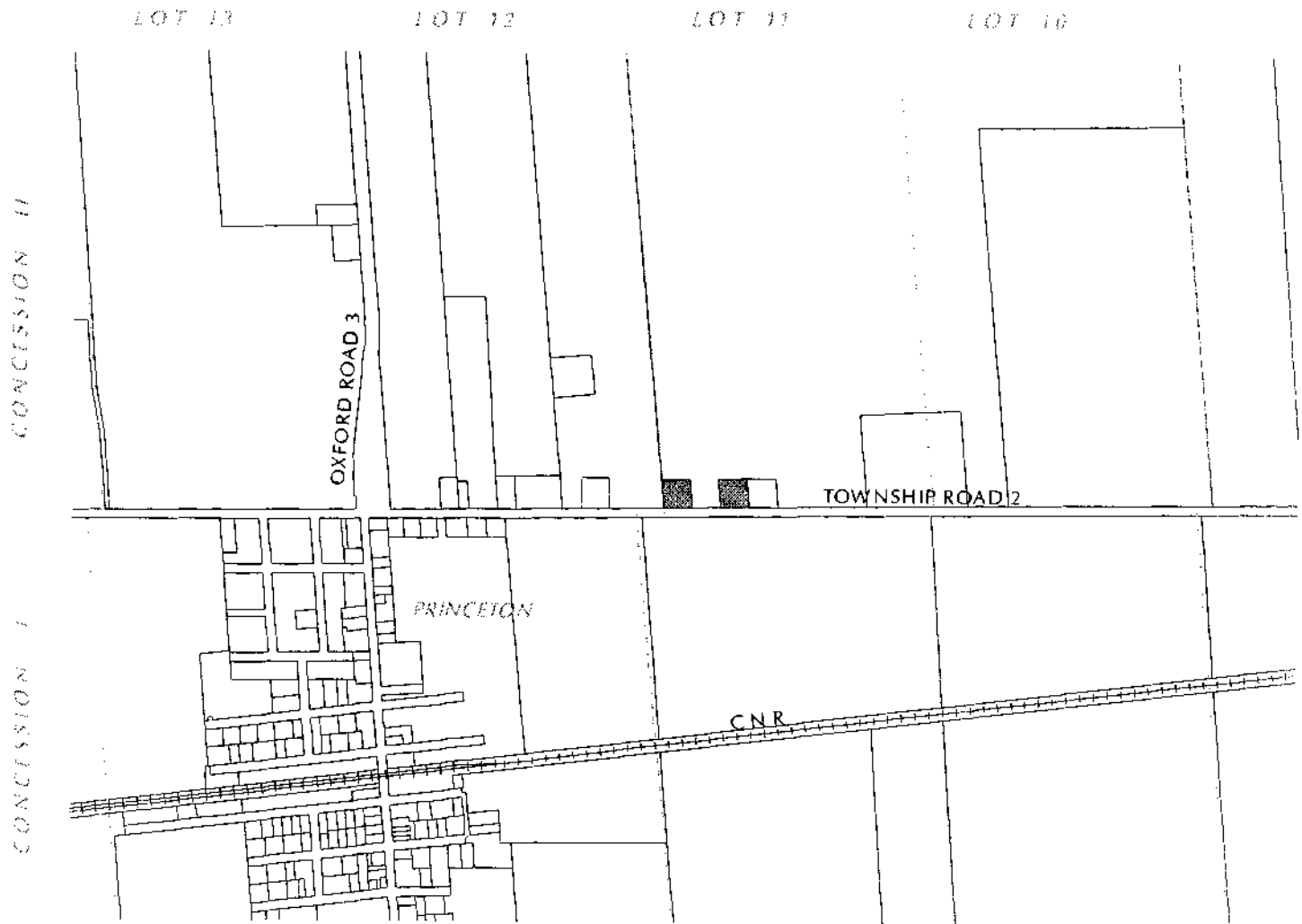
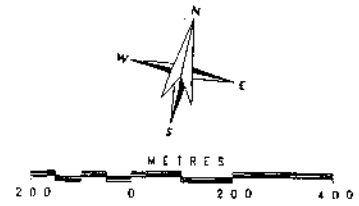
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1328-2001. The public hearing was held on January 3, 2001.

Any person wishing further information relative to Zoning By-Law Number 1328-2001 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BYLAW **1328-** APPLIES  
**2001**



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LAND-RELATED INFORMATION SYSTEM  
COUNTY OF DUNDAS

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1329-2001

**BARKER DRAIN 2000**

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

**TOWNSHIP OF BLANDFORD-BLENHEIM**

Part of Lots 11, 12 and 13, Concession 1 (former Blenheim)

Part of Lots 11 and 12, Concession 2 (former Blenheim)

Township Road 2 (Roper Street) (former Blenheim)

Gissing Street (former Blenheim)

Cowan Street (former Blenheim)

Palmer Street (former Blenheim)

Lister Street (former Blenheim)

McQueen Street (former Blenheim)

Former Highway No. 2, County of Oxford

**COUNTY OF BRANT**

Part of Lot 11, Concession 1 (former Burford)

Former Highway No. 2, County of Brant

**AND WHEREAS** the estimated cost of constructing the Drainage Works is **\$41,550.00.**

**AND WHEREAS** **\$34,797.00** is the amount to be contributed by the Township of Blandford-Blenheim for construction of the Drainage Works.

**AND WHEREAS** **\$6,753.00** is being assessed to the County of Brant and the assessment schedule is as follows:

**COUNTY OF BRANT**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
	County of Brant Roads - Highway 2	1,500.00
	Special Assessment - Highway 2 (County of Brant)	5,253.00
	<b>TOTAL ASSESSMENT - COUNTY OF BRANT</b>	<b><u>\$ 6,753.00</u></b>

**AND WHEREAS** the Corporation has received its annual debt and financial obligation limit for 2000 from the Ministry of Municipal Affairs (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated November 17<sup>th</sup>, 2000, and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2.
  - (1) The Corporation may borrow on the credit of the Corporation the amount of **\$41,550.00**, being the necessary amount for construction of the Drainage Works.
  - (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
    - (a) grants received under Section 85 of the Act;
    - (b) moneys assessed in and payable by other municipalities;
    - (c) commuted payments made in respect of lands and roads assessed within the municipality;
    - (d) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.

3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

TOWNSHIP OF BLANDFORD-BLENHEIM  
SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
1	Part of Lot 13 (Blake Mullin)	\$ 38.00
1	Part of Lot 13 (Neil & Sheila Beaton)	21.00
1	Part of Lot 13 (William & Constance Agnew)	25.00
1	Part of Lot 13 (Clarence Casler)	35.00
1	Part of Lot 13 (Gary & Sharon Laird)	25.00
1	Part of Lot 13 (Dennis & Dorothy Davis)	25.00
1	Part of Lot 13 (Jeffrey & Lorraine Laird)	25.00
1	Part of Lot 13 (Clifford & Irene Kellestine)	12.00
1	Part of Lot 13 (Simon Dyt & Sheila Burwell)	25.00
1	Part of Lot 13 (Jan & Els Van Kooten)	18.00
1	Part of Lot 12 (Arnold & Johanna Janssen)	1,094.00
1	Part of Lot 12 (Jamie & Julia MacDonald)	18.00
1	Part of Lot 12 (F. Elizabeth Casler)	13.00
1	Part of Lot 12 (James & Margaret Church)	25.00
1	Part of Lot 12 (Edward & Helen Bailey)	10.00

By-law Number 1329-2001 Cont'd.

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
1	Part of Lot 12 (Ontario Hydro)	10.00
1	Part of Lot 12 (Kathryn Keys)	25.00
1	Part of Lot 12 (Kelly & Marion Baker)	18.00
1	Part of Lot 12 (Colin Craggs & Catherine Chesney)	12.00
1	Part of Lot 13 (Princeton Holdings Ltd.)	134.00
1	Part of Lot 12 (John & Irene Courtney)	1,010.00
1	Part of Lot 12 (Michael & Pamela Ashton)	38.00
1	Part of Lot 12 (Billy & Wilma Skokun)	25.00
1	Part of Lot 12 (Elizabeth Boere)	25.00
1	Part of Lot 12 (Robert & M. Ann Stevenson)	25.00
1	Part of Lot 12 (Christopher & Lynne McDougall)	31.00
1	Part of Lot 12 (Arnold & Diane Churchill)	28.00
1	Part of Lot 12 (Beverly & Joan Courtney)	28.00
1	Part of Lot 12 (Erika Quinney)	25.00
1	Part of Lot 12 (Susan Casler)	12.00
1	Part of Lot 12 (Harry & Donna Baldwin)	28.00
1	Part of Lot 13 (Kurt & Kathleen Mitchell)	45.00
1	Part of Lot 13 (Keith & Patricia Cadwell)	29.00
1	Part of Lot 13 (Herbert Howes)	185.00
1	Part of Lot 13 (Gary & Valerie Fawcett)	39.00
1	Part of Lot 13 (Timothy & Janice Myers)	23.00
1	Part of Lot 13 (George & Olive Ryan)	21.00
1	Part of Lot 13 (Doris Rabb)	41.00
1	Part of Lot 13 (Verna Westman)	31.00
1	Part of Lot 13 (Randy & Peggy Crosby)	29.00
1	Part of Lot 13 (Norman & Joyce Edwards)	12.00
1	Part of Lot 13 (Herbert Howes)	277.00
1	Part of Lot 13 (Albert Raycraft)	624.00
1	Part of Lot 13 (Anne Riley)	2.00
1	Part of Lot 13 (Rose-A-Lea - Princeton)	30.00
1	Part of Lot 13 (E. Berniece Collie)	123.00
1	Part of Lot 13 (Gerard & Mary Grant)	123.00
1	Part of Lot 13 (Truus Van Wees)	1,584.00
1	Part of Lot 13 (Peter Van Wees)	1,584.00
1	Part of Lot 13 (Van Wees Flower Centre)	2,783.00
1	Part of Lot 11 (Van Wees Roses Inc. (T.VanWees)	236.00
1	Part of Lot 11 (Paul & Lucretia Brittain)	2.00
1	Part of Lot 11 (Truus Van Wees)	10,023.00
1	Part of Lot 11 (Dyce & Edna Williamson)	2.00
1	Part of Lot 11 (Anthony & Elizabeth Janssen)	580.00
2	Part of Lot 11 (Bell City Jerseys Ltd.)	385.00

By-law Number 1329-2001 Cont'd.

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
2	Part of Lot 11 (Reginald & Janet Butcher)	63.00
2	Part of Lot 12 (Douglas & Kathleen Govier)	63.00
2	Part of Lot 12 (B. Ann Govier)	1,600.00
2	Part of Lot 12 (Robert Govier)	1,010.00
2	Part of Lot 12 (Leigh Young)	48.00
2	Part of Lot 12 (Norman & Helen Church)	111.00
2	Part of Lot 12 (Philip & Ronald Church)	304.00
2	Part of Lot 12 (Walter & Cheryl Cadwell)	21.00
2	Part of Lot 12 (Kenneth & Joyce Govier)	43.00
2	Part of Lot 12 (Alan & Terri Ritchie)	170.00
1	Part of Lots 11 & 12 (Canadian National Railway)	<u>2,013.00</u>
SUB-TOTAL		\$27,142.00
Township Roads		609.00
County of Oxford Roads		1,793.00
Special Assessment - Highway 2 (County of Oxford)		<u>5,253.00</u>
<b>TOTAL ASSESSMENT -</b>		
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$34,797.00</u></b>

4. For paying the sum of \$609.00, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. All assessments of \$50.00 or less are payable in the first year in which the assessment is imposed.
6. This by-law comes into force on the passing thereof and may be cited as **"BARKER DRAIN 2000 BY-LAW"**.

First Reading: January 3<sup>rd</sup>, 2001.

Second Reading: January 3<sup>rd</sup>, 2001.

Provisionally adopted this 3<sup>rd</sup> day of January, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

Third Reading: March 21st, 2001.

Enacted the 21st day of March, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator



KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
47 Wilmot Street South  
**DRUMBO, ONTARIO**  
N0J 1G0

January 8, 2001.

**TO ALL LANDOWNERS IN THE  
"BARKER DRAIN 2000" WATERSHED**

**NOTICE OF SITTING OF COURT OF REVISION**  
The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **7th day of February, 2001, at 1:30 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, JANUARY 26<sup>th</sup>, 2001.**

  
\_\_\_\_\_  
Keith Reibling,  
Clerk-Administrator.

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1330-2001

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Bright-Hewitt Drain 2000.

**WHEREAS** By-law Number 1304-2000, enacted the June 21<sup>st</sup>, 2000, provided for the construction of the Bright-Hewitt Drain 2000, based on the estimates contained in a drainage report dated March 31<sup>st</sup>, 2000, as submitted by Mr. Kenn Smart, P.Eng., from the firm of K. Smart & Associates Ltd.

The Drainage Works were completed and the total costs to be assessed under the Drain Report is \$17,864.00. The Engineer's Estimated Costs for constructing the drain was \$14,500.00 a difference of \$3,364.00 or 123.2% over the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
10	Pt. N. ½ Lot 24 (William & Jackaline Cripps & William McDonald)	\$ 1,475.00	\$1,817.20
10	Pt. N. ½ Lot 24 (Jay & Tammy Fleming)	275.00	338.80
10	Pt. N. ½ Lot 24 (Darcy & Edith Pratt)	275.00	338.80
10	Pt. N. ½ Lot 24 (Janice Woodall)	275.00	338.80
10	Pt. N. ½ Lot 24 (Richard Sergas & Kimberly Carter)	275.00	338.80
10	Pt. N. ½ Lot 24 (Lester Moberg & Patricia Tomaine)	275.00	338.80
10	Pt. N. ½ Lot 24 (Joel & Jean Waechter)	275.00	338.80
10	Pt. N. ½ Lot 24 (Anne Cuthbertson)	275.00	338.80
10	Pt. N. ½ Lot 24 (Janet Zehr)	50.00	61.60
10	Pt. N. ½ Lot 24 (Timothy Zilke)	50.00	61.60
10	Pt. N. ½ Lot 24 (Timmothy Quigley)	50.00	61.60
10	Pt. N. ½ Lot 24 (Elsie Fay Holdings Ltd.)	50.00	61.60
10	Pt. N. ½ Lot 24 (B-W Feed & Seed Ltd.)	275.00	338.80
10	Pt. N. ½ Lot 24 (Grace Cuthbertson)	100.00	123.20
10	Pt. N. ½ Lot 24 (Bernard Magnus)	275.00	338.80
10	Pt. N. ½ Lot 24 (Michael & Marie Brousseau)	275.00	338.80
10	Pt. N. ½ Lot 24 (Virginia Wilson)	275.00	338.80
10	Pt. N. ½ Lot 24 (Molly Hewitt)	150.00	184.80
10	Pt. N. ½ Lot 24 (Bruce Koebel)	275.00	338.80
10	Pt. N. ½ Lot 24 (Bruce Koebel)	275.00	338.80

By-law Number 1330-2001 cont'd.

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
10	Pt. N. ½ Lot 24 (Terence Wagner & Michelle Boland)	275.00	338.80
10	Pt. N. ½ Lot 24 (Frederick & Karen Eckel)	275.00	338.80
10	Pt. N. ½ Lot 24 (Gerard VanCleeef & Suzanne Bennett)	275.00	338.80
10	Pt. N. ½ Lot 24 (Ethel Todd)	275.00	338.80
10	Pt. N. ½ Lot 24 (Peter & Kimberly Entz)	275.00	338.80
10	Pt. N. ½ Lot 24 (Michael & Catherine McGrath)	275.00	338.80
10	Pt. N. ½ Lot 24 (Douglas Wagner)	50.00	61.60
10	Pt. N. ½ Lot 24 (Douglas Wagner)	<u>50.00</u>	<u>61.60</u>
SUB-TOTAL		\$ 7,250.00	\$ 8,932.00
Roads of Municipality - George Street		5,550.00	6,837.60
Roads of Municipality - Wilson Street		<u>1,700.00</u>	<u>2,094.40</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$14,500.00</u></b>	<b><u>\$17,864.00</u></b>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 3<sup>rd</sup> day of January, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 3<sup>rd</sup> day of January, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1331-2001

Being a by-law to establish an Interim Tax Levy for the year 2001.

**WHEREAS**, Section 370 (1) of the Municipal Act, Chapter M 45. RSO 1990 as amended provides that the council of a local municipality, before the adoption of the estimates for the year under Section 367, may pass levying amounts on the assessment of property in the local municipality rateable for local municipal purposes.

**AND WHEREAS**, Section 370 (3) of the Municipal Act, Chapter M 45 RSO 1990 as amended, (Bill 140) states that the amount levied on a property shall not exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That for the year 2001 the interim levy shall be levied, raised and calculated on all real property taxable and liable to pay the same according the last revised assessment roll in an amount not to exceed **50%** of the total amount of the taxes for municipal and school purposes on the property for the previous year.
2. Local improvement charges for municipal drainage debenture loans, tile drainage debenture loans, the Bright Water System, and the Drumbo Water and Sewage System and the Plattsville Water and Sewage System, shall have  $\frac{1}{2}$  of the total due for the year placed on the interim bill.
4. The said interim tax levy shall be due and payable in two installments to the Township office 47 Wilmot Street S. Drumbo On N0J 1G0 on or before the following dates:

First Installment  
Second Installment


February 22, 2001  
May 24, 2001

By-law **READ** a **FIRST** and **SECOND** time this 17<sup>th</sup> day of January 2001.

By-Law **READ** a **THIRD** time and **ENACTED** in Open Council this 17<sup>th</sup> day of January, 2001.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1332-2001  
**CRUICKSHANK DRAIN IMPROVEMENT 2000**

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

**TOWNSHIP OF BLANDFORD-BLENHEIM**

Part of Lots 12 and 13, Concession 2 (former Blenheim)

Part of Lots 12 and 13, Concession 3 (former Blenheim)

Part of Township Road 4 (Blenheim)

Part of Oxford Road 3 (Blenheim)

**AND WHEREAS** the estimated cost of constructing the Drainage Works is **\$18,000.00.**

**AND WHEREAS \$18,000.00** is the amount to be contributed by the Corporation for construction of the Drainage Works.

**AND WHEREAS** the Corporation has received its annual debt and financial obligation limit for 2001 from the Ministry of Municipal Affairs (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated November 30<sup>th</sup>, 2000 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation may borrow on the credit of the Corporation the amount of **\$18,000.00**, being the necessary amount for construction of the Drainage Works.  
  
(2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
  - (a) grants received under Section 85 of the Act;
  - (b) commuted payments made in respect of lands and roads assessed within the municipality;
  - (c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.

3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

**SCHEDULE "A"**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
2	Lot 13 (Raymond Cruickshank	\$ 75.00
3	Lot 12 (Robert Gilroy, Jeffrey & Lyle Yeandle)	112.00
3	Lot 13 (R. Hugh & Carolyn Cruickshank)	513.00
4	Lot 12 (Llilyn Farms Ltd.)	<u>25.00</u>
SUB-TOTAL		\$ 725.00
Roads of Municipality - Township Road 4		52.00
County of Oxford - Oxford Road 3		<u>17,223.00</u>

**TOTAL ASSESSMENT - TOWNSHIP OF****BLANDFORD-BLENHEIM****\$18,000.00**

4. For paying the sum of \$52.00, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. All assessments of \$50.00 or less are payable in the first year in which the assessment is imposed.
6. This by-law comes into force on the passing thereof and may be cited as **"CRUICKSHANK DRAIN IMPROVEMENT 2000 BY-LAW"**.

First Reading: January 17<sup>th</sup>, 2001.Second Reading: January 17<sup>th</sup>, 2001.Provisionally adopted this 17<sup>th</sup> day of January, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

Third Reading: March 21st, 2001.Enacted the 21st day of March, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
47 Wilmot Street South  
**DRUMBO, ONTARIO**  
N0J 1G0

January 22, 2001.

TO ALL LANDOWNERS IN THE  
"CRUICKSHANK DRAIN IMPROVEMENT 2000" WATERSHED

**NOTICE OF SITTING OF COURT OF REVISION**  
The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **21st day of February, 2001, at 7:05 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, FEBRUARY 9<sup>TH</sup>, 2001.**

  
\_\_\_\_\_  
Keith Reibling,  
Clerk-Administrator.

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1333-2001

BALLS DRAIN - 2000

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

TOWNSHIP OF BLANDFORD-BLENHEIM

Part of Lots 6, 7, 8 and 9, Concession 1 (former Blandford)

Part of Lots 6, 7 and 8, Concession 2 (former Blandford)

Township Road 2 (former Blandford)

Blandford Road (former Blandford)

County Road No. 2, County of Oxford

TOWNSHIP OF NORWICH

Part of Lot 8, Concession 1 (former Norwich)

County Road No. 2, County of Oxford

**AND WHEREAS** the estimated cost of constructing the Drainage Works is \$173,100.00.

**AND WHEREAS** \$171,708.00 is the amount to be contributed by the Township of Blandford-Blenheim for construction of the Drainage Works.

**AND WHEREAS** \$1,392.00 is being assessed to the Township of Norwich and the assessment schedule is as follows:

TOWNSHIP OF NORWICH  
MAIN DRAIN

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
1	Part Lot 8 (Praveen & Lokeshani Kumar)	\$ 136.00
1	Part Lot 8 (Dennis Kleen)	57.00
1	Part Lot 8 (Graham Robertson)	22.00
1	Part Lot 8 (David Bailey)	123.00
1	Part Lot 8 (Ministry of Transportation)	57.00
1	Part Lot 8 (Brian & Antonia Wilkens)	24.00
1	Part Lot 8 (Nellie Warkentin)	43.00
1	Part Lot 8 (Eastwood Auto)	<u>79.00</u>
	SUB-TOTAL	\$ 541.00
	County of Oxford - County Road 2	<u>851.00</u>
<b>TOTAL ASSESSMENT - MAIN BRANCH</b>		
<b>TOWNSHIP OF NORWICH</b>		<u><b>\$ 1,392.00</b></u>



By-law Number 1333-2001 Cont'd.

**AND WHEREAS** the Corporation has received its annual debt and financial obligation limit for 2001 from the Ministry of Municipal Affairs and Housing(the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated December 14<sup>th</sup>, 2000, and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation may borrow on the credit of the Corporation the amount of **\$173,100.00**, being the necessary amount for construction of the Drainage Works.  
  
(2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
  - (a) grants received under Section 85 of the Act;
  - (b) moneys assessed in and payable by other municipalities;
  - (c) commuted payments made in respect of lands and roads assessed within the municipality;
  - (d) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.

3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

TOWNSHIP OF BLANDFORD-BLENHEIM  
SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
1	Pt. S ½ Lot 6 (Robert & Patricia Longworth)	\$ 3,315.00
1	Pt. S ½ Lot 6 (Alec Kelly)	132.00
1	Pt. S ½ Lot 6 (Herbert Batho)	40,855.00
1	NE ¼ Lot 6 (Wm. A. Chesney & Sons Ltd.)	2,168.00
1	NW ¼ Lot 6 (Kenneth Batho)	13,139.00
1	S ½ Lot 7 (Herbert Batho)	8,300.00
1	N ½ Lot 7 (Robert, Marlene & Steven Scott)	30,898.00
1	Pt S ½ Lot 8 (Ross & Jacqueline McLeod)	165.00

By-law Number 1333-2001 Cont'd.

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
**SCHEDULE "A"**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
1	Pt. Lot 8 (Robert & Catherine Corlett)	10,024.00
1	Pt. S ½ Lot 8 (Ethel Barker)	159.00
1	Pt. S ½ Lot 9 (DNG Investments)	32.00
1	Pt. Lot 8 (Est. of Melvin Balls)	348.00
2	SE ¼ Lot 6 (Ronald & Barbara Chesney)	248.00
2	Pt. SW ¼ Lot 6 (William Snell)	3,132.00
2	Pt. S ½ Lot 7 (Orval & Carol Stere)	3,469.00
2	Pt. S ½ Lot 7 (Hazel Peter)	1,721.00
2	Pt. S ½ Lot 7 (Reginald & Arlene Bailey)	188.00
2	Pt. S ½ Lot 7 (Blake & Marion Kramer)	235.00
2	Pt. S ½ Lot 8 (David & Ina Sanders)	<u>101.00</u>
SUB-TOTAL		\$118,629.00
Township Road 2		7,456.00
Blandford Road		22,162.00
Special Assessment - Blandford Road		22,610.00
County of Oxford - County Road 2		<u>851.00</u>
<b>TOTAL ASSESSMENT - TOWNSHIP</b>		
<b>OF BLANDFORD-BLENHEIM</b>		<b><u>\$171,708.00</u></b>

4. For paying the sum of \$52,228.00, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. All assessments of \$50.00 or less are payable in the first year in which the assessment is imposed.
6. This by-law comes into force on the passing thereof and may be cited as **"BALLS DRAIN 2000 BY-LAW"**.

First Reading: January 17<sup>th</sup>, 2001.

Second Reading: January 17<sup>th</sup>, 2001.

Provisionally adopted this 17<sup>th</sup> day of January, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

Third Reading: \_\_\_\_\_

Enacted the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Donald S. Woolcott, Mayor

(SEAL)

\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

By-law Number 1333-2001 Cont'd.

TOWNSHIP OF BLANDFORD-BLENHEIM  
SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
1	Pt. S ½ Lot 6 (Robert & Patricia Longworth)	\$ 2,930.00 *
1	Pt. S ½ Lot 6 (Alec Kelly)	132.00
1	Pt. S ½ Lot 6 (Herbert Batho)	35,465.00 *
1	NE ¼ Lot 6 (Wm. A. Chesney & Sons Ltd.)	2,168.00
1	NW ¼ Lot 6 (Kenneth Batho)	13,139.00
1	S ½ Lot 7 (Herbert Batho)	8,075.00 *
1	N ½ Lot 7 (Robert, Marlene & Steven Scott)	36,898.00 *
1	Pt S ½ Lot 8 (Ross & Jacqueline McLeod)	165.00
1	Pt. Lot 8 (Robert & Catherine Corlett)	10,024.00
1	Pt. S ½ Lot 8 (Ethel Barker)	159.00
1	Pt. S ½ Lot 9 (DNG Investments)	32.00
1	Pt. Lot 8 (Est. of Melvin Balls)	348.00
2	SE ¼ Lot 6 (Ronald & Barbara Chesney)	248.00
2	Pt. SW ¼ Lot 6 (William Snell)	3,132.00
2	Pt. S ½ Lot 7 (Orval & Carol Stere)	3,469.00
2	Pt. S ½ Lot 7 (Hazel Peter)	1,721.00
2	Pt. S ½ Lot 7 (Reginald & Arlene Bailey)	188.00
2	Pt. S ½ Lot 7 (Blake & Marion Kramer)	235.00
2	Pt.S ½ Lot 8 (David & Ina Sanders)	<u>101.00</u>
SUB-TOTAL		\$118,629.00
Township Road 2		7,456.00
Blandford Road		22,162.00
Special Assessment - Blandford Road		22,610.00
County of Oxford - County Road 2		<u>851.00</u>
<b>TOTAL ASSESSMENT - TOWNSHIP</b>		
<b>OF BLANDFORD-BLENHEIM</b>		<b><u>\$171,708.00</u></b>

\* Denotes amended in accordance with the Drainage Tribunal Order dated September 24, 2001.

Third Reading: December 5, 2001

Enacted the 5th day of December, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



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**TOWNSHIP OF BLANDFORD-BLENHEIM**  
47 Wilmot Street South  
**DRUMBO, ONTARIO**  
N0J 1G0

January 22, 2001.

**TO ALL LANDOWNERS IN THE  
"BALLS DRAIN - 2000" WATERSHED**

**NOTICE OF SITTING OF COURT OF REVISION**  
The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **21st** day of **February, 2001**, at **7:15 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, FEBRUARY 9<sup>th</sup>, 2001.**

  
\_\_\_\_\_  
Keith Reibling,  
Clerk-Administrator.

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1334-2001

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Section 18.3 to By-law No. 466-82, as amended, is hereby amended by removing the existing Section 18.3.2 and replacing it with the following Section 18.3.2.

"18.3.2      LOCATION: LOT 20, CONCESSION 7 (BLENHEIM), C2-2

- 18.3.2.1      Notwithstanding any provisions of this By-law to the contrary, no person shall within any C2-2 Zone use any lot or erect alter or use any building or structure for any purpose except the following:

an eating establishment  
an automobile service station  
a fruit and vegetable produce outlet, if accessory to an eating establishment  
a retail store for the sale of truck accessories, confectionery, newspapers, magazines and souvenirs, if accessory to and located within the same building as an eating establishment

- 18.3.2.2      Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any C2-2 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

18.3.2.2.1    LOT COVERAGE

Maximum for all buildings and structures      825 square metres  
(excluding breezeways, pump islands and kiosks)

1. - cont.

18.3.2.2.2 FRONT YARD

Minimum depth

pump islands & canopies	90 metres
all other buildings and structures	120 metres

18.3.2.2.3 LOCATION OF NEW BUILDINGS OR STRUCTURES

The minimum distance separation requirements as determined through the application of Minimum Distance Separation Formula I (MDS I) shall not apply.

18.3.2.2.4 INGRESS AND EGRESS

The maximum width of any joint ingress and egress driveway, as contained in subsection 6.10.4.2, shall not apply.

18.3.2.2.5 That all the provisions of the C2 Zone in Section 18.2 of By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."


2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

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- cont.

READ a first and second time this **17th** day of **January** 2001.

READ a third time and finally passed this **17th** day of **January** 2001.

  
\_\_\_\_\_  
Donald S. Woolcott  
Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling  
Clerk

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1334-2001

EXPLANATORY NOTE

The purpose of By-Law Number 1334-2001 is to rezone lands located on the north side of County Road 29, between Hubbard Road and the 401 interchange, comprising Part Lot 20, Concession 7 (Blenheim), in the Township of Blandford-Blenheim from Special 'Highway Commercial Zone (C2-2)' to an amended C2-2. The zone change will permit a number of retail-type accessory uses to the principal use of the lands as an eating establishment and automobile service station. The by-law contains several special provisions which limit the location and scale of development on the subject lands and also modifies the required setback between the proposed development and an existing hog operation to the south. The subject lands are currently owned by Trucker's Haven Limited.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1334-2001. The public hearing was held on January 17, 2001.

This zone change replaces an existing subsection of By-law 466-82 and therefore, there is no map schedule attached to this by-law. However, a Key Map has been included for reference.

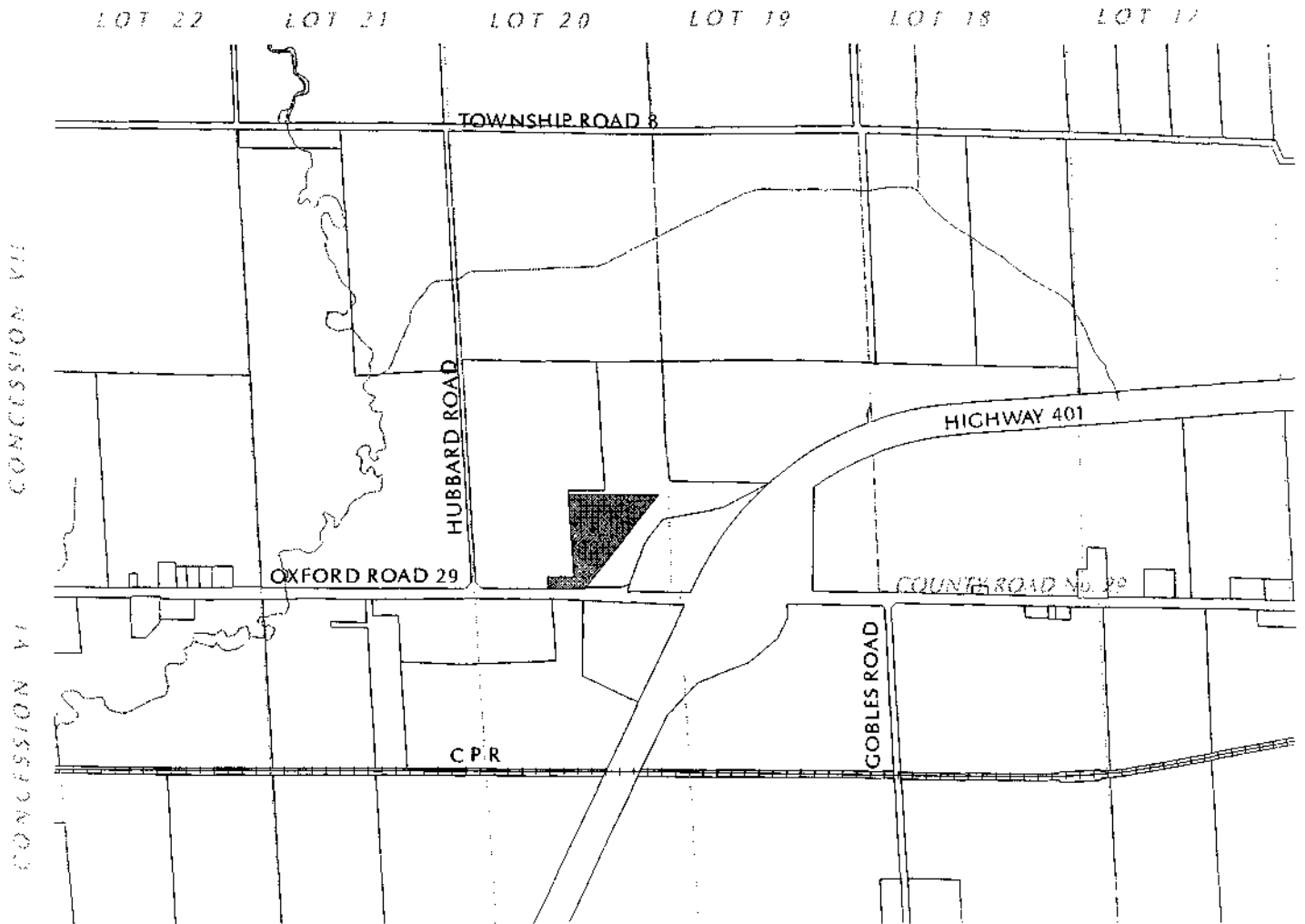
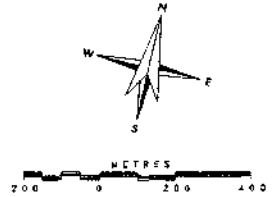
Any person wishing further information relative to Zoning By-Law Number 1334-2001 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347



# KEY MAP



LANDS TO WHICH BYLAW 1334 APPLIES  
2001



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1335-2001

Being a By-law to amend By-law Number 506-83, as amended, being a By-law to appoint certain municipal officials.

**WHEREAS** Section 207(45) of the Municipal Act, R.S.O. 1990, Chapter M.45, and amendments thereto, provides that Councils of all municipalities may appoint such officers and employees as may be necessary for the purposes of the Corporation.

**AND WHEREAS** the Act to Revise the Building Code Act, R.S.O. 1992, Chapter C.23, Sections 3 (2) and 15, and amendments thereto, provides the authority for every Township to appoint such inspectors as are necessary for the enforcement of the Act, specifically the inspection of unsafe buildings.

**AND WHEREAS** the Act to Revise the Building Code Act, R.S.O. 1992, Chapter C.23, Sections 3 (3) (a to c) provides the authority for the Councils of two or more municipalities to enter into an agreement to provide joint enforcement, sharing of costs incurred and the appointment of inspectors for the Act.

**AND WHEREAS** Council deems it desirable to have additional human resources available to handle by-law enforcement/prosecution and property standards services because of other work commitments, sickness or vacation periods with the existing staff of the Township.

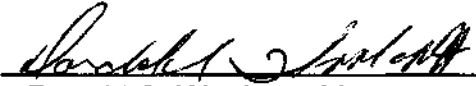
**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk be and they are hereby authorized to execute an Agreement dated February 1, 2001 between the City of Woodstock and the Township of Blandford-Blenheim concerning City staff providing specific administrative services to the Township.
2. That Section 2 of By-law Number 1014-94 is hereby deleted and the following section hereby substituted:
  - 2.1. "Section 4.1". That Gary Anderson is hereby appointed Inspector, pursuant to Section 3(2) of the Building Code Act, R.S.O. 1992, Chapter C.23, and amendments thereto, to enforce provisions of the Act, specifically property standards; and By-law Enforcement Officer, Officer Identification Number 011 and Prosecutor pursuant to Section 207(45) of The Municipal Act, R.S.O. 1990, Chapter M.45.
3. That Section 3 of By-law Number 1014-94 is hereby deleted and the following section hereby substituted:
  - 3.1 "Section 4.2". That John Saundercock is hereby appointed By-law Enforcement Officer, Officer Identification Number 012 pursuant to Section 207 (45) of The Municipal Act, R.S.O. 1990, Chapter M.45.
4. That Section 4 of By-law Number 1014-94 is hereby deleted.
5. The terms of this By-law shall take effect on enactment.

By-law Number 1335-2001 Cont'd.

By-law **READ** a **FIRST** and **SECOND** time this 7th day of February, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of February, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THIS AGREEMENT made, in duplicate, this 1st day of February, 2001.

BETWEEN: **THE CORPORATION OF THE CITY OF WOODSTOCK,**  
hereinafter called "City" **OF THE FIRST PART**

AND

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM,**  
hereinafter called the "Township" **OF THE SECOND PART**

**WHEREAS** the Township desires to engage the services of the City employees to provide By-law Enforcement /Prosecution and Property Standards services.

**AND WHEREAS** the contract of services from City staff will supplement the by-law enforcement, property standards issues and prosecution procedures in the municipality. The additional outside human resources will assist in investigating the alleged violations in a timely fashion. The appointment of additional resources will provide for service to continue during sickness or vacation periods with existing staff in the Township.

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. The City agrees to permit their employees to provide by-law enforcement/prosecution and property standards service to the Township as work commitments will permit.
2. The City staff will be deemed to continue to be employees of the City while providing services to the Township regarding all human resource matters, with the Township being third party only in any liability claims.
3. The Township will reimburse the City for their employee services in accordance with the terms outlined in Schedule "A" attached hereto.
4. The Township will appoint the City employees by separate by-law to effect provisions of the Building Code Act and the Municipal Code Act. The Province has made the required appointment under the authority of the Provincial Offences Act.
5. Either party to this agreement may cancel with 60 days written notice.


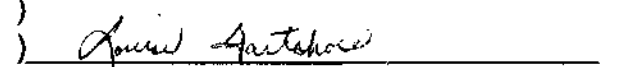
This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the Parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED ) **The Corporation of the City**  
 ) **of Woodstock**



in the presence of

(SEAL)

  
 ) **Jack Dunn, Acting Mayor**  
 )   
 ) **Louise Gartshore, Clerk**

) **The Corporation of the Township of**  
 ) **Blandford-Blenheim**

(SEAL)

)   
 ) **Donald S. Woolcott, Mayor**  
 )   
 ) **Keith Reibling, Clerk-Administrator**

## **SCHEDULE "A"**

To an AGREEMENT dated the 1st day of February, 2001.

**BETWEEN: THE CORPORATION OF THE CITY OF WOODSTOCK and**

**THE CORPORATION OF THE TOWNSHIP OF  
BLANDFORD-BLENHEIM**

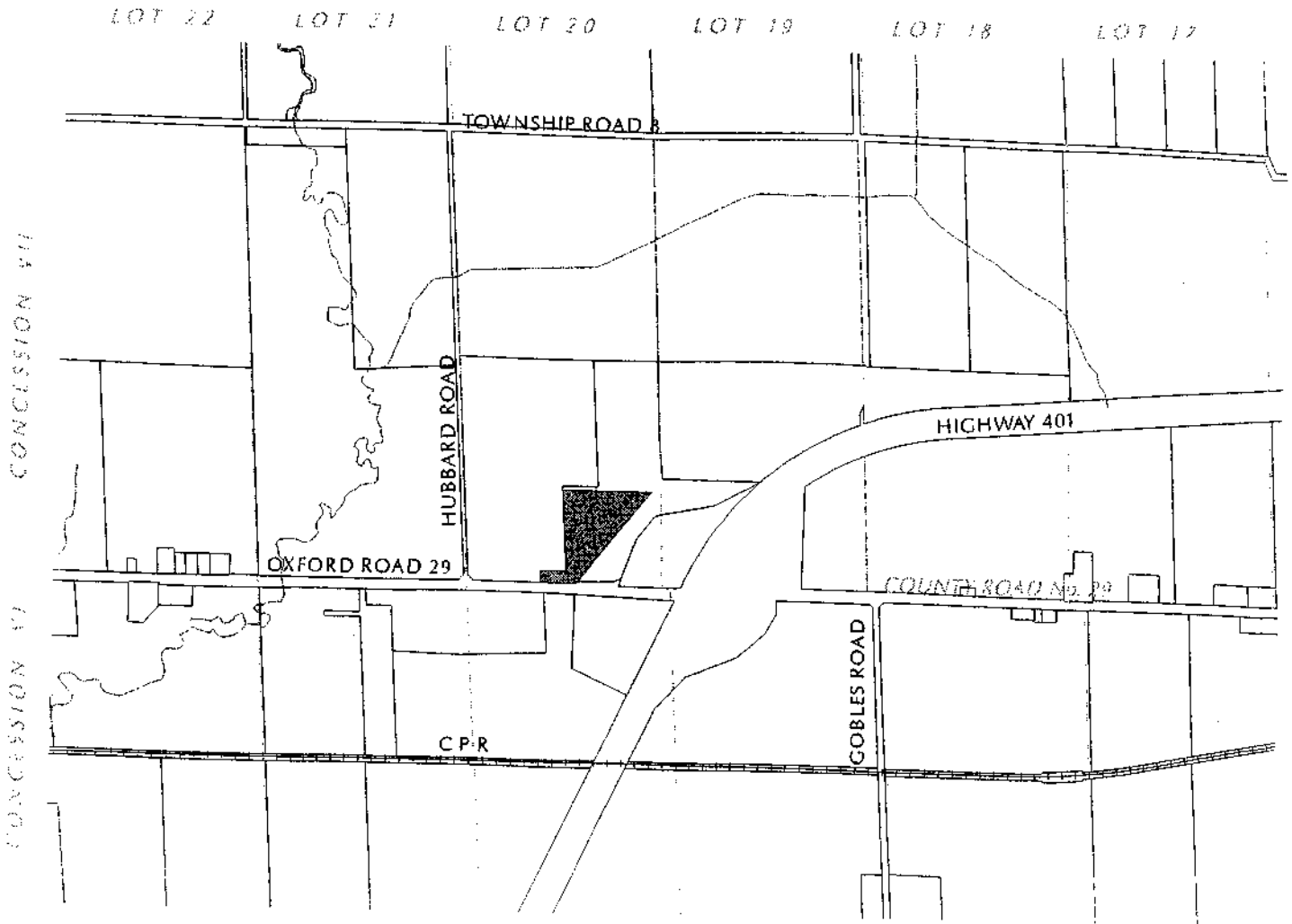
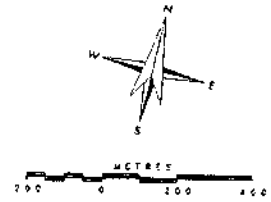
**Re: By-law Enforcement/Prosecution and Property Standards Services**

1. The City may invoice the Township on a monthly basis for employee services. The Township agrees to pay the City within thirty (30) days of receipt of an invoice for the services performed by the City employees.
2. The Township agrees to pay the current year salary/wage rate of the City employee when the invoice is prepared, calculated as an hourly rate for the following employees:
  - 2.1 By-law Enforcement Officer/Property Standards Officer
  - 2.2 By-law Enforcement Officer (Part-Time)
  - 2.3 Secretarial Support
3. The Township agrees to pay the current year mileage rate of the City employee for the actual miles incurred in the municipality while providing the employee services.
4. The Township agrees to pay an Overhead Percentage (%) on top of the actual hourly rates of the City employees being **40%** to cover payroll burden, benefits, compensation, liability insurance, sick leave, vacation time and office overheads for the provision of service.
5. The City agrees to show individual dates, name of alleged violator and/or file number, the employee category from above and the hours charged etc. when preparing the invoice for the Township.

BY-LAW NUMBER 1336-2001

*Keith Reibling*  
Keith Reibling  
Clerk

# KEY MAP



LANDS TO WHICH BYLAW **1336-**  
**2001** APPLIES



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LAND-RELATED INFORMATION SYSTEM  
PROPERTY AND PLANNING DEPARTMENT  
COUNTY OF OXFORD

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1336-2001

EXPLANATORY NOTE

The purpose of By-Law Number 1336-2001 is to rezone lands located on the north side of County Road 29, between Hubbard Road and the 401 interchange, comprising Part Lot 20, Concession 7 (Blenheim), in the Township of Blandford-Blenheim from Special 'Highway Commercial Zone (C2-2)' to an amended C2-2. The zone change will remove Section 18.3.2.2.1 (LOT COVERAGE) of Zoning By-law 466-82 and replace it with a new Section 18.3.2.2.1. The change will effectively increase the maximum lot coverage for buildings and structures (excluding breezeways, pump islands and kiosks) from 825 square metres to 1,200 square metres. The subject lands are currently owned by Trucker's Haven Limited.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1336-2001. The public hearing was held on February 21, 2001.

This zone change replaces an existing section of By-law 466-82 and therefore, there is no map schedule attached to this by-law. However, a Key Map has been included for reference.

Any person wishing further information relative to Zoning By-Law Number 1336-2001 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347



BY-LAW NUMBER 1337-2001

**A By-Law to amend Zoning By-Law Number 466-82, as amended.**

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

**THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:**

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to A2-47 the zone symbol of the lands so designated A2-47 on Schedule "A" attached hereto.
2. That Section 8.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"8.3.47 LOCATION: PART LOT 6, CONCESSION 13  
(BLENHEIM), A2-47

8.3.47.1 Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any A2-47 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 8.1 to this by-Law;
- a vehicle repair and service shop, excluding body and fender work.

**8.3.47.2** Notwithstanding any provision of By-Law Number 466-82 to the contrary, no person shall within any A2-47 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

8.3.47.2.1 LOT AREA

Minimum 29 hectares

#### 8.3.47.2.2 OPEN STORAGE

**No open storage of goods or materials shall be permitted**

#### 8.3.47.2.3 EMPLOYEES

Farm operator and family members residing on the farm plus one additional employee

2. - cont'd

8.3.47.2.4 GROSS FLOOR AREA REQUIREMENT FOR A MOTOR VEHICLE  
REPAIR AND SERVICE SHOP

Maximum 225 square metres

8.3.47.2.5 RETAILING AND WHOLESALING RESTRICTION


General wholesaling or retailing of goods, wares or merchandise is not permitted

8.3.47.2.6 That all the provisions of the A2 Zone in Section 8.2 to By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 21<sup>st</sup> day of February 2001.

READ a third time and finally passed this 21<sup>st</sup> day of February 2001.

  
Donald S. Woolcott  
Mayor

(SEAL)

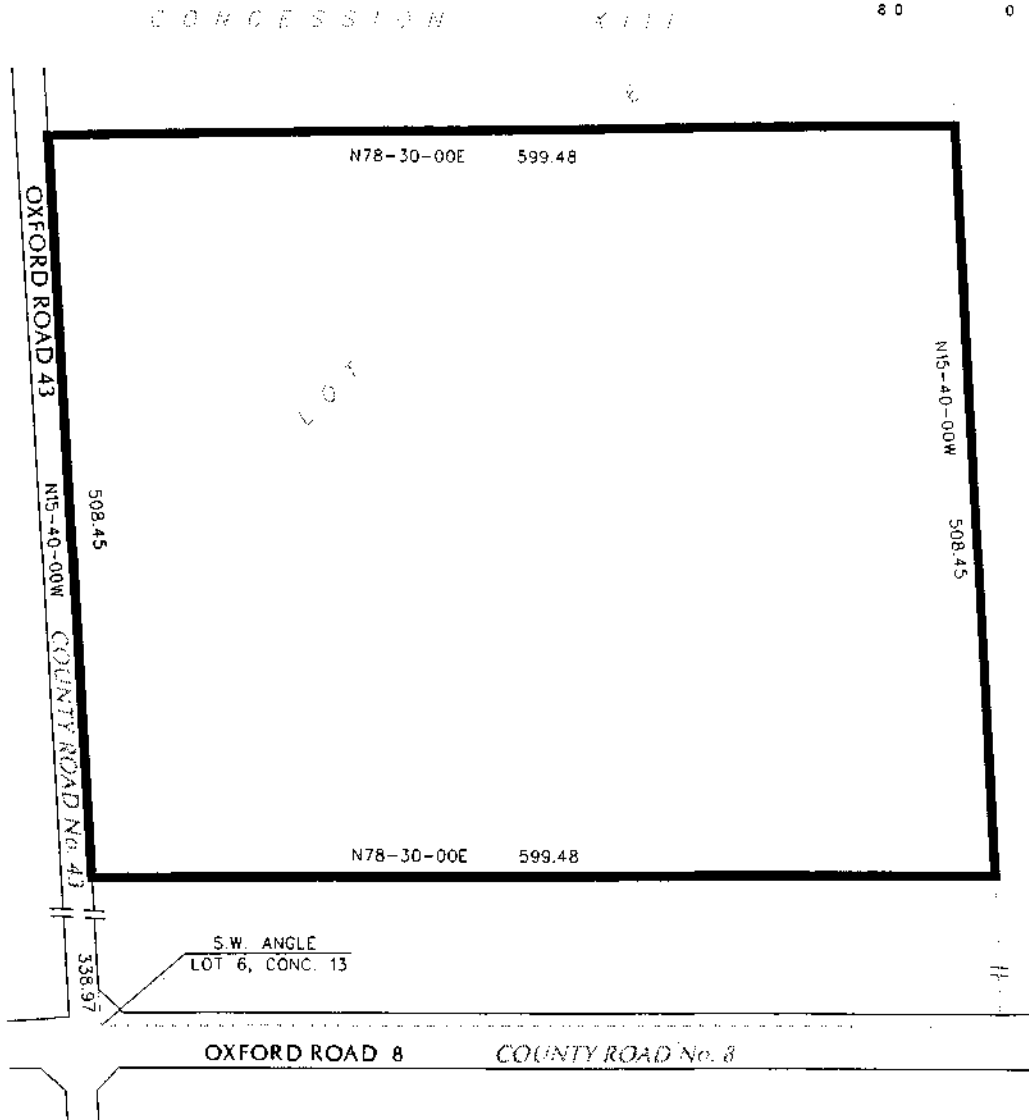
  
Keith Reibling  
Clerk

# SCHEDULE "A"

TO BY-LAW No. **1337-2001**

PART OF LOT 6, CONCESSION 13 (BLENHEIM)


TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. **1337-2001**, PASSED


THE **21st** DAY OF **February**, 2001

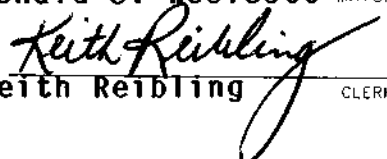
 AREA OF ZONE CHANGE TO A2-47

NOTE: ALL DIMENSIONS IN METRES



LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

  
Donald S. Woolcott MAYOR

  
Keith Reibling CLERK

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1337-2001

EXPLANATORY NOTE

The purpose of By-Law Number 1337-2001 is to rezone lands located on the east side of County Road 43, between County Road 8 and County Road 44, comprising Part Lot 6, Concession 13 (Blenheim), in the Township of Blandford-Blenheim from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-47)' to permit the establishment of a vehicle repair and service shop as an on-farm diversified use. The vehicle repair and service shop will be housed within a new building and will be limited to a maximum gross floor area of 225 square metres (2,422 square feet). The subject lands are currently owned by Kosta & Erna Tomic.

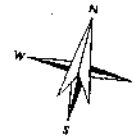
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1337-2001. The public hearing was held on February 21, 2001.

Any person wishing further information relative to Zoning By-Law Number 1337-2001 may contact the undersigned.

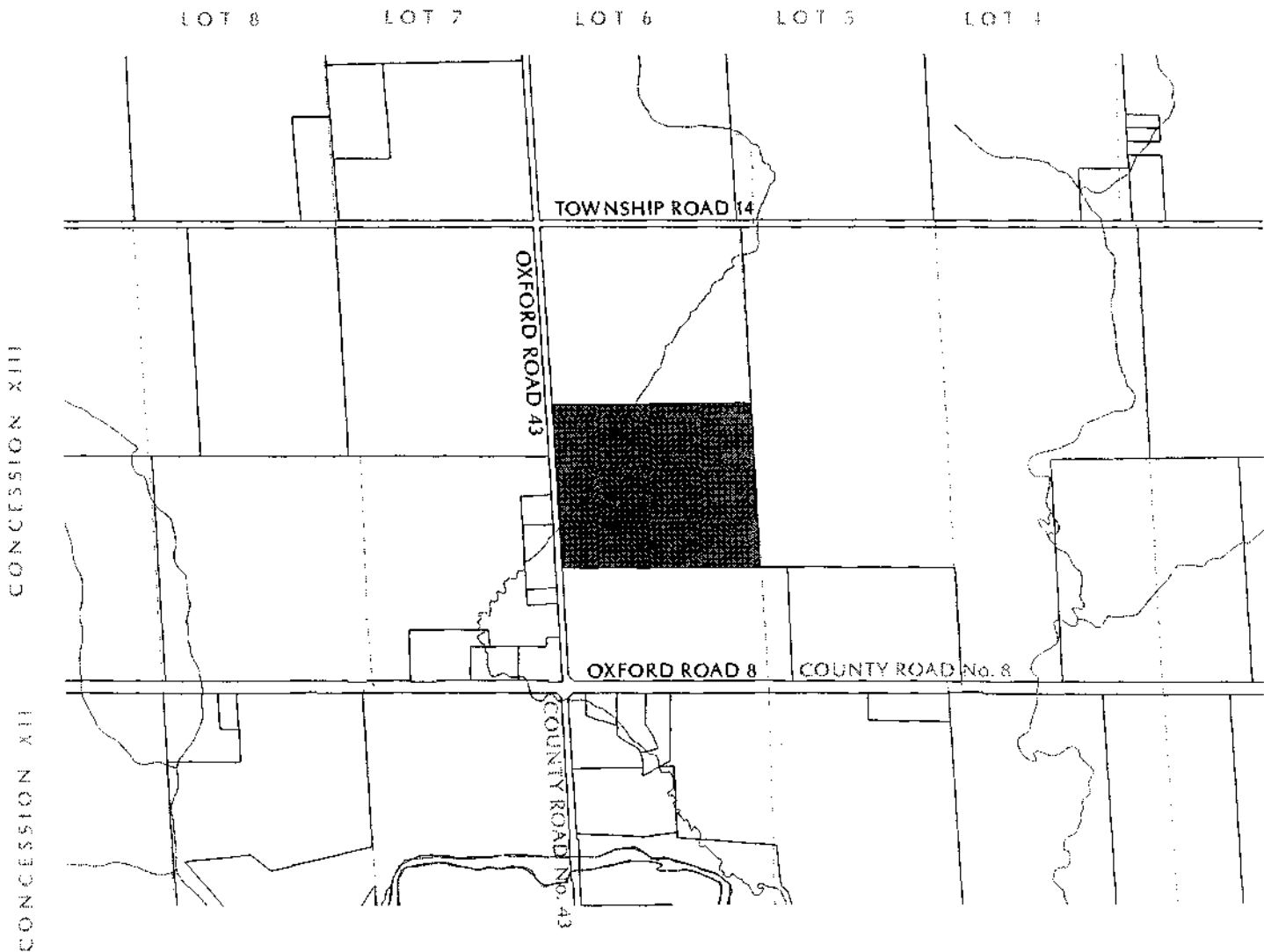
Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



METRES  
200 0 200 400



LANDS TO WHICH BYLAW **1337-** APPLIES  
**2001**



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LAND-RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1338-2001

Being a By-law to authorize an Agreement between the Oxford County Department of Public Health & Emergency Services (former Oxford County Board of Health), and the Township of Blandford-Blenheim under the authority of the Building Code Act.

**WHEREAS** Section 32 of the Building Code Act, 1992, being Chapter 23 of the Statutes of Ontario, 1992, provides that the Council of a County may enter into an agreement for the enforcement by the County of the provisions of this Act and the building code related to plumbing in the municipalities.

**AND WHEREAS** Ontario Regulation 403/97 filed on November 3, 1997, under the authority of the Building Code Act, 1992 was amended by Ontario Regulation 22/98 filed on January 27, 1998 which provides for Section 8 to be added to the Ontario Building Code effective April 6, 1998 concerning sewage systems.

**AND WHEREAS** the responsibility and funding of the private sewage system function has been transferred from the Oxford County Board of Health to the local municipality effective April 6, 1998, as a result of the realignment of service delivery between the Province and local government.

**AND WHEREAS** the municipality desires to renew an agreement with County Health Unit to continue providing the service of licensing and inspecting the installation of private sewage systems in the Township of Blandford-Blenheim.

**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be and are hereby authorized to execute on behalf of the Corporation a new Five (5) year Sewage System Management Agreement dated February 27<sup>th</sup>, 2001 between the Corporation of the County of Oxford, The Oxford County Department of Public Health & Emergency Services and the Corporation of the Township of Blandford-Blenheim.
2. The provisions of this by-law shall take effect on April 6th, 2001.
3. By-law Number 1203-98, enacted the 1<sup>st</sup> day of April, 1998, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 21st day of March, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 21st day of March, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

# **SEWAGE SYSTEM MANAGEMENT AGREEMENT**

**BETWEEN**

**THE OXFORD COUNTY DEPARTMENT OF PUBLIC HEALTH &  
EMERGENCY SERVICES (OXFORD COUNTY BOARD OF HEALTH)  
or any subsequent assigns including the County of Oxford**

**AND**

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**

**February 27, 2001**

Section 1.03 The Health Unit has the expertise to provide to the Municipality the services identified in this Management Agreement.

Section 1.04 The parties acknowledge that the Chief Building Official and Inspectors of the Municipalities appointed under Sections 3 and 4 of the Building Code Act shall not exercise their powers under the Act in respect to sewage systems once this Sewage System Management Agreement is in effect.

Section 1.05 This Sewage System Management Agreement may, by mutual agreement, be amended in writing from time to time, to reflect changes in the programs of the parties to this Sewage System Management Agreement, and/or as a result of changes in legislation or provincial policies, and/or as a result of subsequent discussions between the parties.

Section 1.06 Schedules A to D form part of this Management Agreement.

## ARTICLE TWO

### DEFINITIONS

Section 2.01 In this Agreement,

- (i) "Director" means the Director of the Department of Public Health & Emergency Services for Oxford County.
- (ii) "Sewage System" means any works for the collection, transmission, treatment and disposal of sewage or any part of such works to which the Act applies with a capacity of less than 10,000 litres which is not owned and operated by the Crown, a municipality, or an organization acceptable to the Director responsible for issuing a Certificate of Approval under the Water Resources Act.
- (iii) "Inspector" means an inspector appointed under the Building Code Act, 1992, as amended; and Section 5.01 of this agreement.



- (x) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.
- (xi) Upon reasonable notice by the Municipality, provide reasonable access to the Municipality of all records kept under Section 8 of the Building Code.
- (xii) Consult with various groups regarding compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (xiii) Respond to inquiries relative to Sewage System records made by any person under the Freedom of Information and Protection of Privacy Act and related Regulations, as amended from time to time, or through any other legal channel.
- (xiv) Investigate complaints and malfunctioning Sewage Systems, undertake compliance counseling and preparation of reports for abatement action as it relates to existing and proposed Sewage Systems.
- (xv) Issue orders under the Act relating to Sewage Systems.
- (xvi) Prepare documentation necessary for prosecution activities relating to Sewage Systems under the Act and the Building Code. Administer proceedings relating to Sewage Systems pursuant to the Provincial Offences Act, R.S.O. 1990, c .P.33.
- (xvii) The Health Unit shall provide all forms necessary for the administration of this Agreement.
- (xviii) Any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.
- (xix) The Health Unit, for the purposes of the administration and enforcement of the Act and the Regulations and for carrying out the powers and duties under the Act, shall collect statistical and other information and keep such records. The Municipality may require information from the Health Unit concerning the administration of the Act and Regulations as they pertain to Sewage Systems and statistical and other information relevant to the quality of the environment. The Health Unit will provide such information from time to time in a form stipulated by the Municipality to enable the Municipality to combine this data with data from other parts of the province.

## ARTICLE SIX

### LIABILITIES AND INSURANCE

Section 6.01 Liability of the Health Unit: The Health Unit shall indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Health Unit in executing any work under this Agreement.

Section 6.02 Insurance: For the term of this Agreement, the Health Unit will, at its expense, maintain liability insurance contracts of a nature, in the amounts, and containing the terms and conditions, if any, it considers necessary.

## ARTICLE SEVEN

### TERM AND TERMINATION OF AGREEMENT

Section 7.01 Term: This Agreement shall continue in force for a period of <sup>five</sup>~~three~~ years commencing April 6, 2001 and ending April 6, 2006.

Section 7.02 Termination: This Agreement may not be terminated prior to the end of the term set out in Section 7.01 hereto unless such termination is agreed to in writing by both parties hereto.

## **SCHEDULE "A"**

### **Sewage System Management Agreement**

#### **Fee Structure**

#### **CERTIFICATES OF APPROVAL**

Daily Sewage Flow not exceeding 10,000 l/day (Class 4,5,6)	\$500.00
Class 2 System (Leaching Pit) Certificate of Approval required	100.00
Change of Use Permit	200.00
Performance Level Review (file and site inspection)	100.00
Site Review Assessment (site inspection)	50.00

#### **LAND CONTROL REVIEWS**

Subdivision (per lot to maximum \$1,500.00)	\$75.00
Severance/Minor Variance/Zoning (per lot)	75.00

#### **SERVICES**

File Search	\$100.00
Urgent File Search (Mortgage Appraisal less than 2 weeks)	150.00
Migrant Farm Inspection	75.00

## **SCHEDULE "B"**

### **Forms**

<b>Form 1</b>	<b>Application for Sewage System Building Permit</b>
<b>Form 2</b>	<b>Application for Change of Use Permit</b>
<b>Form 3</b>	<b>Application for Conditional Permit</b>
<b>Form 4</b>	<b>Site Plan</b>
<b>Form 5</b>	<b>Performance Level Review</b>
<b>Form 6</b>	<b>Site Review Assessment (Site Inspection)</b>
<b>Form 7</b>	<b>Orders (various types)</b>

1,2,3,4 - may be included in a single combined application form for all permits

## **SCHEDULE "D"**

### **Refunds**

	<u>Status of Permit Application</u>	<u>Percentage of Fees Eligible for Refund</u>
1)	Application filed. No processing or review of plans submitted	80%
2)	Application filed. Plans reviewed and permit issued	60%
3)	Additional deduction for each field inspection that had been performed	30%
4)	Permits valued at less than \$100.00	0%

Note: Percentages shown are examples only and are not intended to be representative

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1339-2001

Being a By-law to provide for the transfer of Block 25, Plan 41M-132 in Bright (Newburg Holdings Subdivision) to the County of Oxford and to transfer a water line easement (Part 1, Reference Plan 41R-4489) from the Township to Douglas Wagner.

**WHEREAS** the Municipal Act, R.S.O. 1990, Chapter M.45, Section 193, and amendments thereto, provides the authority for municipal Councils to lawfully transfer property of the Corporation.

**AND WHEREAS** the developer inadvertently transferred Block 25 (0.3 metre reserve) according to Plan 41M-132 and Part 1, (water line easement) according to Reference Plan 41R-4489 to the Township of Blandford-Blenheim.

**AND WHEREAS** Resolution No. 5 enacted on December 15<sup>th</sup>, 1999, by the Council of the Corporation of the Township of Blandford-Blenheim declared Block 25, according to Plan 41M-132, on the south side of Oxford Road 8 in Bright, as surplus to the needs of the Township.

**AND WHEREAS** the Solicitor for the Douglas Wagner proposes that the Township will transfer an easement described as Part 1, according to Reference Plan 41R-4489 back to the original transferor, Mr. Douglas Wagner. The Transferor will then grant the easement for the waterline to the County of Oxford.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

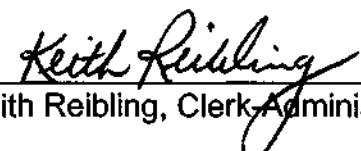
1. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to the County of Oxford for Block 25, according to Plan 41M-132.
2. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a quit claim of the easement to Douglas Wayne Wagner for Part 1, according to Reference Plan 41R-4489.
3. That the legal costs associated with the transfer of land shall be borne by the developer (Newburg Holdings Inc. - Douglas Wagner).

By-law **READ** a **FIRST** and **SECOND** time this 4th day of April, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 4th day of April, 2001.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1340-2001

A By-Law to amend Zoning By-Law Number 466-82, as amended.

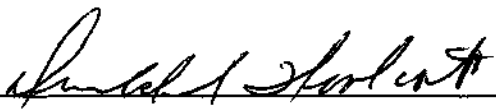
WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to RR the zone symbol of the lands so designated RR on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this        2nd        day of        May        2001.

READ a third time and finally passed this   2nd        day of        May        2001.

  
\_\_\_\_\_  
Donald S. Woolcott  
Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling  
Clerk

# SCHEDULE "A"

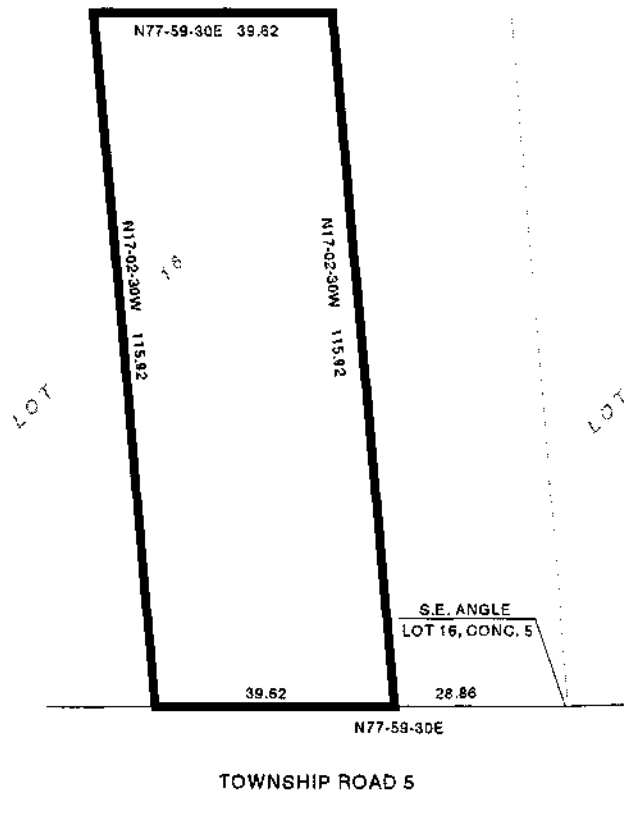
TO BY-LAW No. **1340-2001**

PART OF LOT 16, CONCESSION 5 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



CONCESSION V



CONCESSION IV

THIS IS SCHEDULE "A"

TO BY-LAW No. **1340-2001**, PASSED

THE **2nd** DAY OF **May**, 2001



AREA OF ZONE CHANGE TO RR

NOTE: ALL DIMENSIONS IN METRES



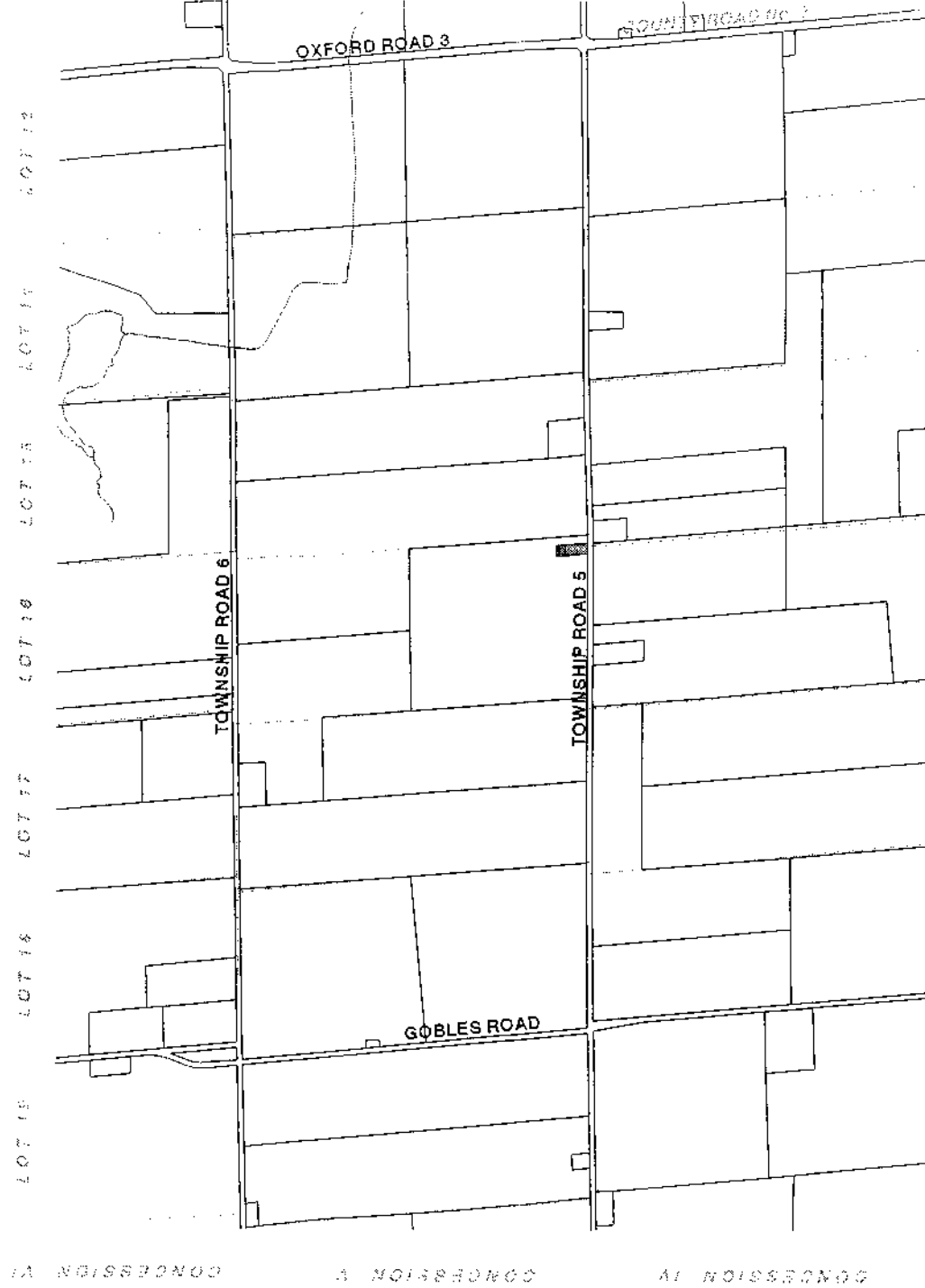
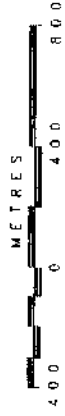
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LAND-RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

*Donald S. Woolcott*  
Donald S. Woolcott MAYOR

*Keith Reibling*  
Keith Reibling CLERK



# KEY MAP



LANDS TO WHICH BYLAW **1340-** APPLIES  
**2001**

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1340-2001

EXPLANATORY NOTE

The purpose of By-Law Number 1340-2001 is to rezone lands located on the north side of Township Road 5, between County Road 3 and Gobles Road, comprising Part Lot 16, Concession 5 (Blenheim), in the Township of Blandford-Blenheim from General Agricultural (A2) to Rural Residential (RR) to reflect the proposed non-farm rural residential use of the lot.

The above-noted zone change will implement a condition of approval imposed by the Oxford County Land Division Committee regarding Consent File No. B-83/00. The subject lands are currently owned by Llilyn Jerseys Ltd.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1340-2001. The public hearing was held on April 4, 2001.

Any person wishing further information relative to Zoning By-Law Number 1340-2001 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

BY-LAW NUMBER 1341-2001

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

**THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:**

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to A2-47 the zone symbol of the lands so designated A2-47 on Schedule "A" attached hereto.
2. That Section 8.3 to By-Law Number 466-82, as amended is hereby amended by adding the following subsection at the end thereof.

"8.3.47 LOCATION: PART LOT 6, CONCESSION 13  
(BLENHEIM), A2-47

8.3.47.1 Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any A2-47 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 8.1 to this by-Law;
- a vehicle repair and service shop, excluding body and fender work.

8.3.47.2 Notwithstanding any provision of By-Law Number 466-82 to the contrary, no person shall within any A2-47 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

#### 8.3.47.2.1 LOT AREA

Minimum 29 hectares

#### 8.3.47.2.2 OPEN STORAGE

No open storage of goods or materials shall be permitted

#### 8.3.47.2.3 EMPLOYEES

Farm operator and family members residing on the farm plus one additional employee

2. - cont'd

8.3.47.2.4 GROSS FLOOR AREA REQUIREMENT FOR A MOTOR VEHICLE  
REPAIR AND SERVICE SHOP

For the purpose of this subsection, a motor vehicle repair and service shop must be contained within a single building which may not exceed a maximum gross floor area of 225 square metres.

8.3.47.2.5 RETAILING AND WHOLESALING RESTRICTION

General wholesaling or retailing of goods, wares or merchandise is not permitted


8.3.47.2.6 That all the provisions of the A2 Zone in Section 8.2 to By-Law Number 466-82, as amended, shall apply, and further that all other provisions of By-Law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

4. By-law 1337-2001 of the Township of Blandford-Blenheim is hereby repealed.

READ a first and second time this **6th** day of **June** 2001.

READ a third time and finally passed this **6th** day of **June** 2001.

  
Donald S. Woolcott  
Mayor

(SEAL)

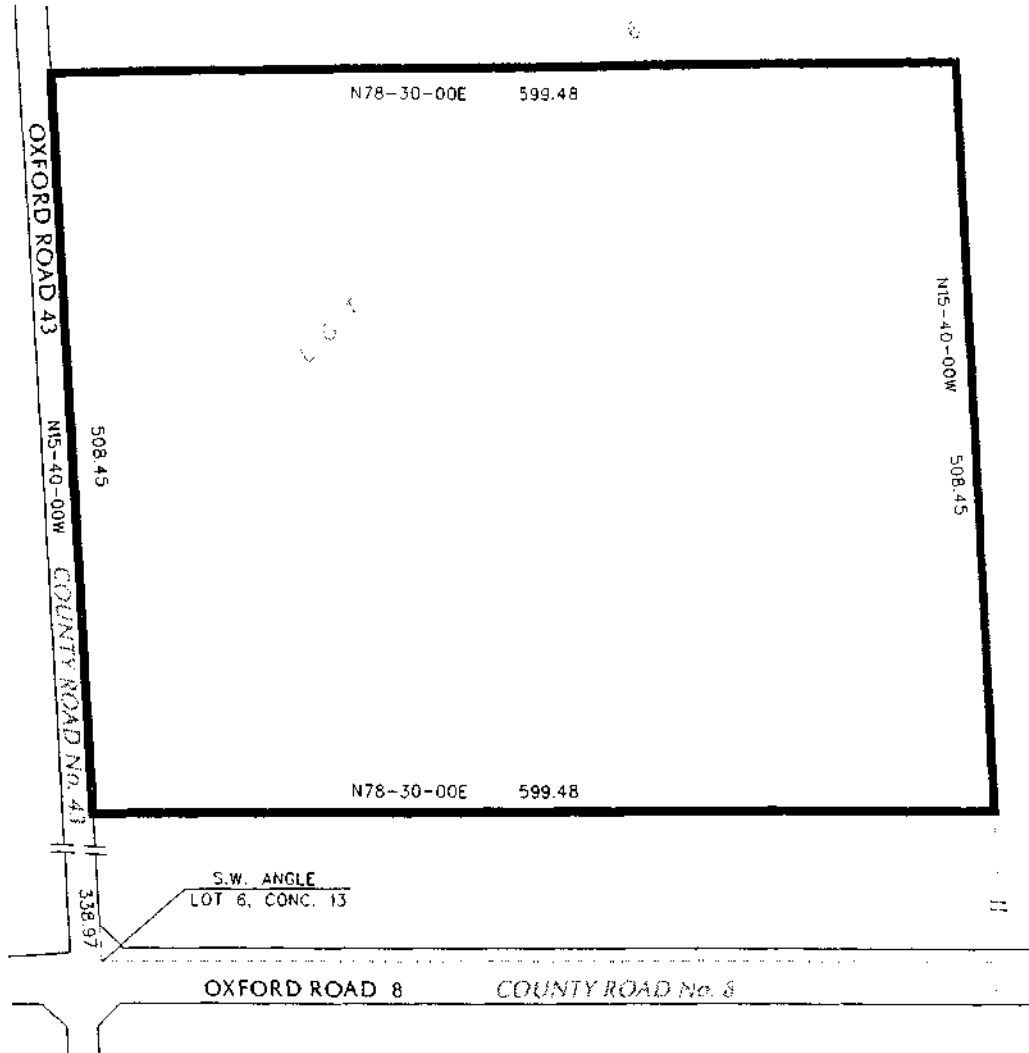
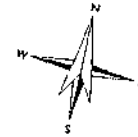
  
Keith Reibling  
Clerk

# SCHEDULE "A"

TO BY-LAW No. **1341-2001**

PART OF LOT 6, CONCESSION 13 (BLENHEIM)


TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. **1341-2001**, PASSED


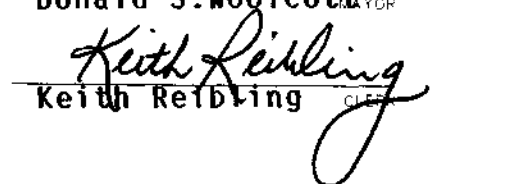
THE **6th** DAY OF **June**, 2001

 AREA OF ZONE CHANGE TO A2-47

NOTE: ALL DIMENSIONS IN METRES



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COUNTY OF OXFORD

  
Donald S. Woolcott, Mayor  
  
Keith Reibling, Clerk

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1341-2001

EXPLANATORY NOTE

The purpose of By-Law Number 1341-2001 is to rezone lands located on the east side of County Road 43, between County Road 8 and County Road 44, comprising Part Lot 6, Concession 13 (Blenheim), in the Township of Blandford-Blenheim from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-47)' to permit the establishment of a vehicle repair and service shop as an on-farm diversified use. The vehicle repair and service shop will be housed within a new building and will be limited to a maximum gross floor area of 225 square metres (2,420 square feet). The subject lands are currently owned by Kosta & Erna Tomic.

This by-law also repeals By-law Number 1337-2001 which was approved by Township Council on February 21, 2001. The purpose of By-law 1337-2001 was similar to this by-law, however, By-law 1337-2001 did not specifically restrict the operations of a vehicle repair and service shop to a single structure of 225 square metres (2,420 square feet) as was intended by Council.

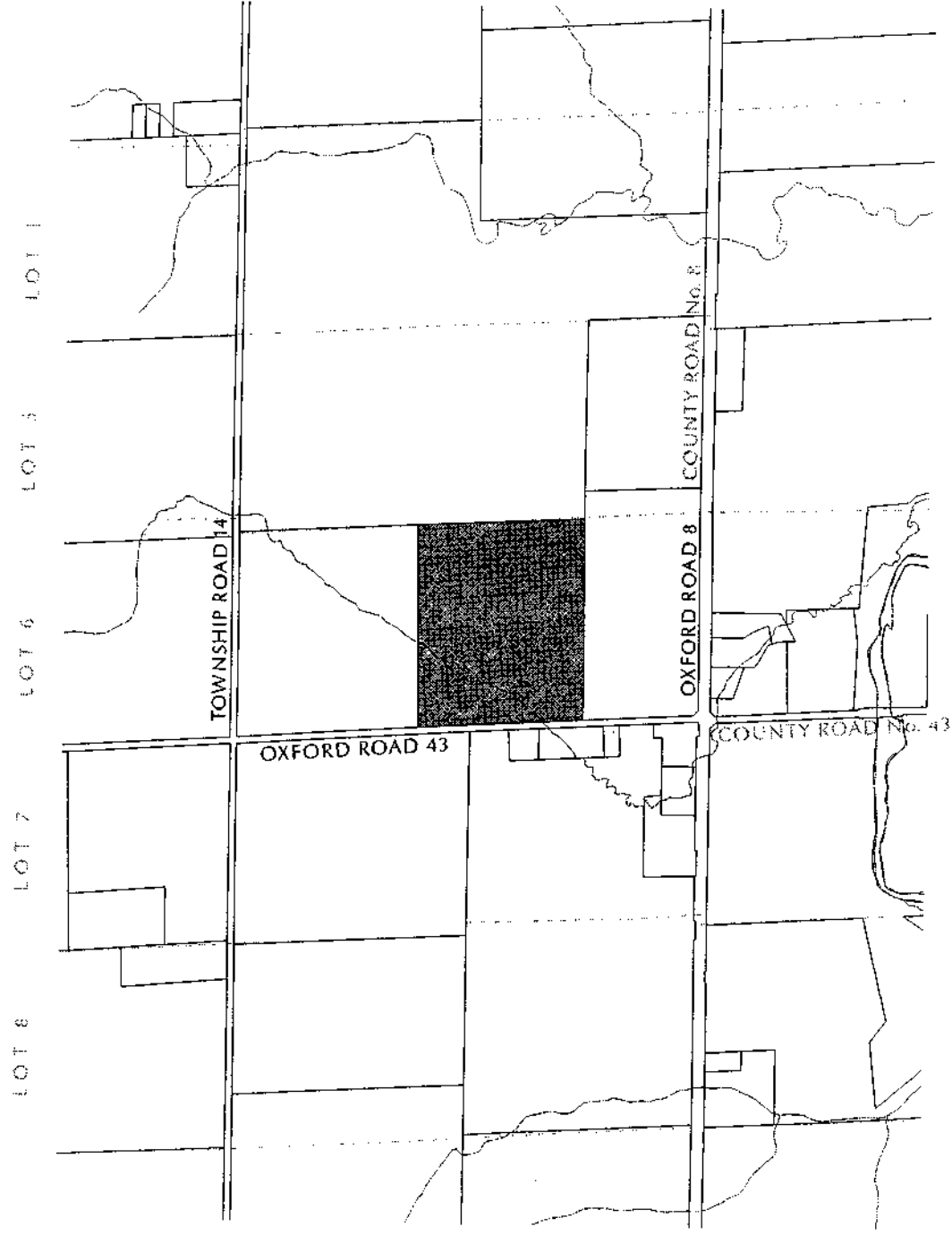
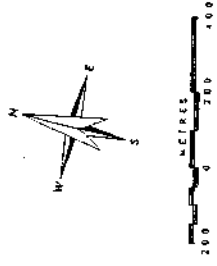
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1341-2001. The public hearing was held on May 16, 2001.

Any person wishing further information relative to Zoning By-Law Number 1341-2001 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

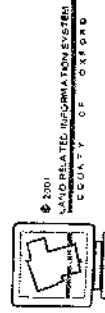
# KEY MAP



CONCESSION XII

CONCESSION XI

LANDS TO WHICH BYLAW **1341** — APPLIES  
**2001**



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1342-2001

A By-Law to designate certain lands within the Township of Blandford-Blenheim as a Site Plan Control Area.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM enacts as follows:

1. That the lands described as 'Lands Designated under Site Plan Control' on the attached Schedule "A" which forms part of this by-law, are hereby designated as a Site Plan Control Area pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended.
2. That, for the purpose of this by-law, 'Site Plan Control' shall only be applied to a vehicle repair and service shop and those uses, buildings and structures accessory thereto.

READ a first and second time this **6th** day of **June**, 2001.

READ a third time and finally passed this **6th** day of **June**, 2001.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

  
Donald S. Woolcott, Mayor

(SEAL)

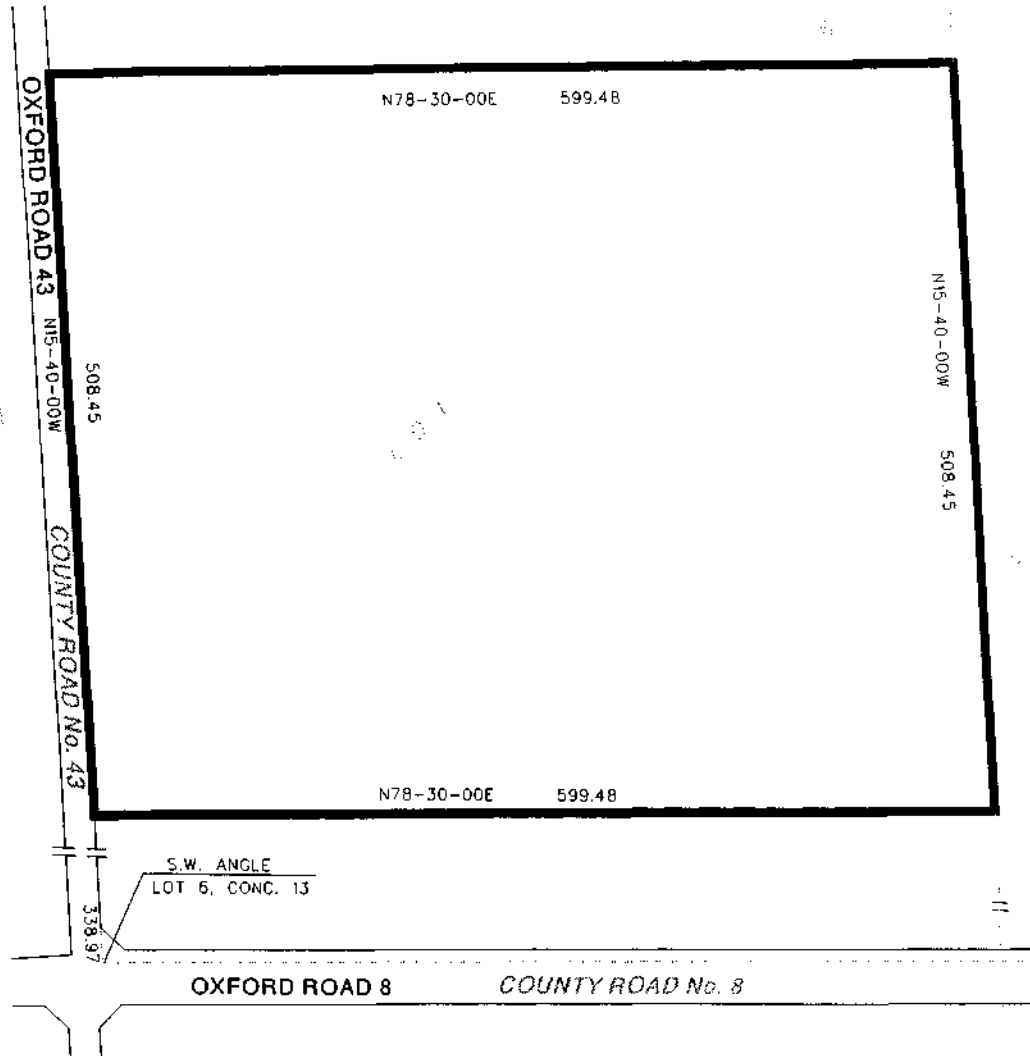
  
Keith Reibling Clerk



TOWNSHIP OF BLANDFORD-BLENHEIM



COAGULANT : 0.01%



C O N C E S S I O N 73

THIS IS SCHEDULE "A"

TO BY-LAW No. 1342-2001, PASSED

THE 6th DAY OF June, 2001

LANDS DESIGNATED UNDER  
SITE PLAN CONTROL

NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

*Donald S. Woolcott*  
Donald S. Woolcott MAYOR

*Keith Reibling*  
Keith Reibling CLERK

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1343-2001

Being a By-law to provide for an Agreement to permit Township of Blandford-Blenheim street lights to occupy power utility distribution poles that are owned by Hydro One Networks Inc.

**WHEREAS**, the Electricity Act 1998 requires the Corporation of the Township of Blandford-Blenheim to transfer its municipal electric utility pursuant to the provisions of Part XI:

**AND WHEREAS** the Township of Blandford-Blenheim has deemed it desirable to enter into a contract of sale with Hydro One Networks Inc.;

**AND WHEREAS** as a condition of this contract of sale requires the Township to obtain a licence from the owner of the distribution poles for joint use of the poles to the mutual advantage of the respective customers

**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. The Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute an Agreement, entitled "Licensed Occupancy of Power Utility Distribution Poles", dated June 27<sup>th</sup>, 2001, between Hydro One Networks Inc. and the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 20th day of June, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 20th day of June, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Maureen Simmons, Deputy Clerk

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1344-2001

A By-Law to amend Zoning By-Law Number 466-82, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 466-82, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 466-82 as amended, is hereby amended by changing to C4-2 the zone symbol of the lands so designated C4-2 on Schedule "A" attached hereto.
2. That Section 19.4 to By-law No. 466-82, as amended, is hereby amended by deleting Section 19.4.1.1.
3. That Section 19.4 to By-law No. 466-82, as amended, is hereby amended by adding the following Section 19.4.1.2:

"19.4.1.2      LOCATION: PART LOTS 11 & 12, CONCESSION 1 (BLANDFORD), C4-2

19.4.1.2.1      Notwithstanding any provisions of this By-law to the contrary, no person shall within any C4-2 Zone use any lot or erect alter or use any building or structure for any purpose except the following:

19.4.1.2.1.1      Category 1

an appliance sales and service shop;  
an artist studio;  
a bakeshop;  
a bank or financial institution;  
a catalogue store;  
a commercial school;  
a convenience store;  
a department store;  
a drug store;  
a dry cleaner's distribution station;  
an eating establishment;  
an eating establishment, take-out;  
a finance office;  
a florist shop;  
a furniture store;  
a gas bar;  
a health club;  
a music school;

- a parking lot;
- a personal service shop;
- a photographic studio;
- a printing shop;
- a public library;
- a public use in accordance with the provisions of subsection 6.13;
- a real estate office;
- a recreational building (indoor sports);
- a retail store;
- a retail food store;
- a service shop;
- a shopping centre;
- a supermarket;
- a taxi stand;
- a video rental store;
- a wholesale outlet.

19.4.1.2.1.2 Category 2

- an antique, farm or flea market;
- a business or professional office;
- any dry industry permitted in subsection 20.1.1;
- a farm implement dealer;
- a home improvement centre;
- a lumber yard;
- a medical office;
- a motor vehicle dealership, including all types of recreational vehicles;
- a nursery and/or garden centre;
- an outdoor recreation facility;
- a public storage facility;
- a retail outlet for prefabricated dwellings;
- a warehouse, including a data warehouse.

For the purpose of this subsection a 'dry industry' shall be an industrial use that produces no liquid waste other than domestic waste water from washrooms or from an accessory kitchen.

19.4.1.2.1.3 Category 3

- a call centre;
- an eating establishment;
- an eating establishment, take-out;
- an industrial use permitted in subsection 20.1.1 where municipal water and sanitary sewage treatment facilities are required;
- a motor vehicle washing establishment;
- a motel or hotel;
- a public garage;
- a retail or wholesale warehouse club;
- a school;
- a trade centre.

19.4.1.2.1.4 Notwithstanding the foregoing, the uses permitted in subsection 19.4.1.2.1, shall only be permitted in accordance with County of Oxford Holding By-law Number 4114-2001.

- 19.4.1.2.2 Notwithstanding any provisions of By-Law Number 466-82 to the contrary, no person shall within any C4-2 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:
- 19.4.1.2.2.1 Those uses permitted in subsection 19.4.1.2.1.1, Category 1, shall be permitted within a shopping centre or as free-standing structures in accordance with the following provisions:
- 19.4.1.2.2.1.1 **GROSS FLOOR AREA FOR CATEGORY 1 USES**
- |  |             |
|--|-------------|
| Maximum<br>on private water and sewer services | 22,296 sq m |
|--|-------------|
- 19.4.1.2.2.1.2 **GROSS FLOOR AREA OF A SUPERMARKET WITHIN A SHOPPING CENTRE OR IN A FREE-STANDING BUILDING AS PERMITTED IN CATEGORY 1**
- |         |            |
|---------|------------|
| Maximum | 3,252 sq m |
|---------|------------|
- 19.4.1.2.2.2 Those uses permitted in subsection 19.4.1.2.1.2, Category 2, shall be permitted within a shopping centre or within a free-standing building in accordance with the provisions of Section 19.4.1.2.2.1 and in accordance with the following provisions:
- 19.4.1.2.2.2.1 **MINIMUM SERVICES REQUIRED**
- Private or municipal water and sanitary sewage systems, subject to approval from the County of Oxford in accordance with the County of Oxford Holding By-Law Number 4114-2001.
- 19.4.1.2.2.3 Those uses permitted in subsection 19.4.1.2.1.3, Category 3, shall be permitted within a shopping centre or within a free-standing building only where full municipal water and sanitary sewage services are available subject to the approval of the County of Oxford in accordance with the County of Oxford Holding By-Law Number 4114-2001.
- 19.4.1.2.2.4 **LOT COVERAGE**
- |   |                     |
|---|---------------------|
| Maximum for all main and<br>accessory buildings | 25% of the lot area |
|---|---------------------|
- 19.4.1.2.2.5 **YARD DEPTH**
- |  |           |
|--|-----------|
| Minimum depth and/or width from any<br>front, rear, side or exterior side yard | 10 metres |
|--|-----------|
- 19.4.1.2.2.6 **LANDSCAPED OPEN SPACE**
- |         |                     |
|---------|---------------------|
| Minimum | 10% of the lot area |
|---------|---------------------|
- 19.4.1.2.2.7 **HEIGHT OF BUILDING**
- |   |           |
|---|-----------|
| Maximum<br>provided that such height does not exceed two storeys. | 15 metres |
|---|-----------|

19.4.1.2.2.8 PARKING, ACCESSORY BUILDINGS, ETC.

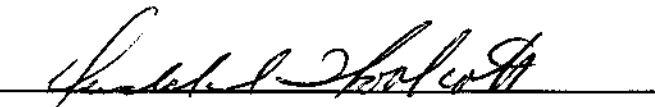
In accordance with the provisions of Section 6 herein.

19.4.1.2.3 That all provisions of By-law Number 466-82, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."


4. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 20th day of June 2001.

READ a third time and finally passed this 20th day of June 2001.

  
Donald S. Woolcott  
Mayor

(SEAL)

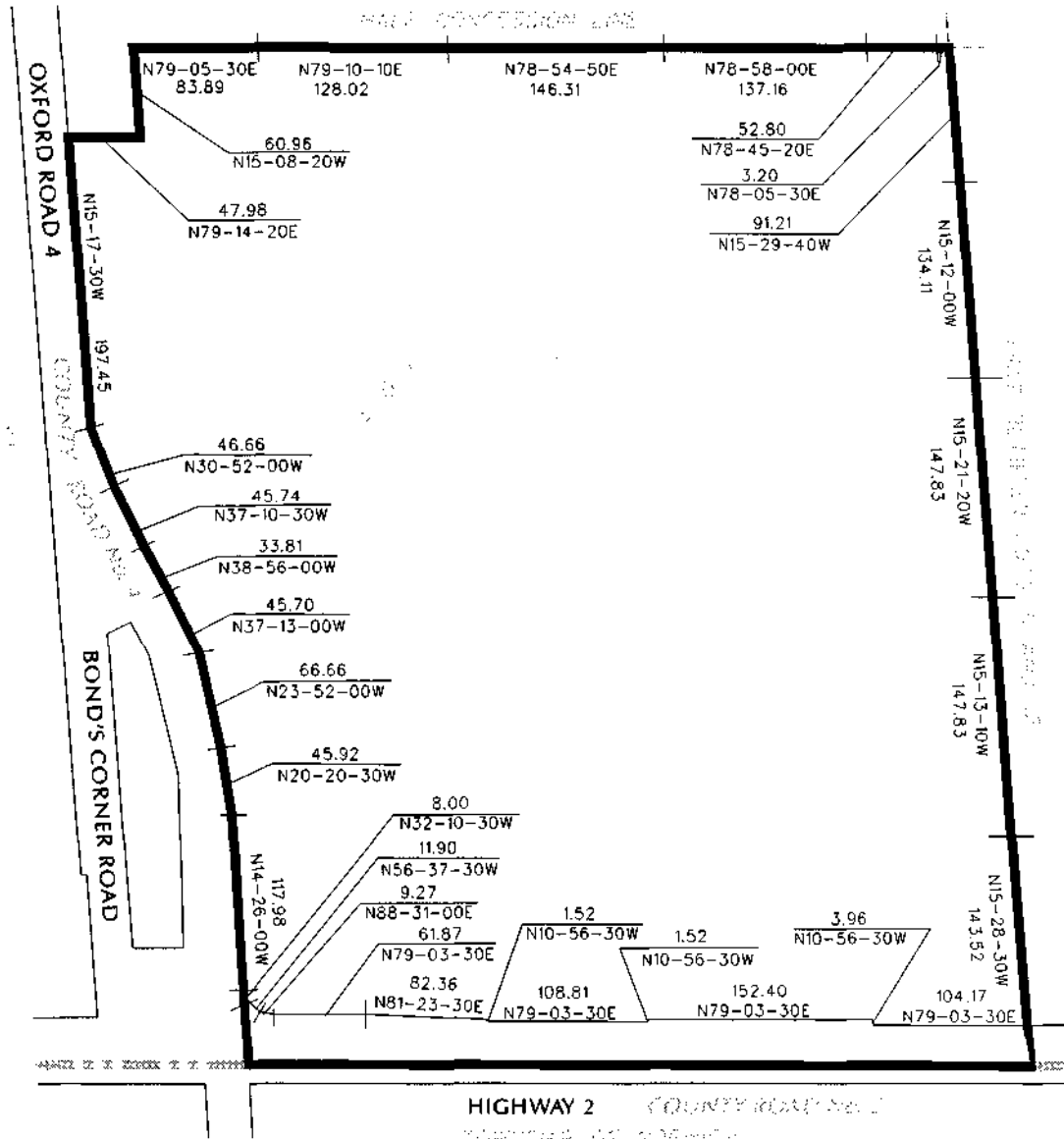
  
Maureen Simmons  
Deputy- Clerk

# SCHEDULE "A"

TO BY-LAW No. **1344-2001**

PART OF LOT 12, CONCESSION 1 (BLANDFORD)  
PARTS 1 AND 2, REFERENCE PLAN 41R-1024


TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. **1344-2001**, PASSED

THE **20th** DAY OF **June**, 2001

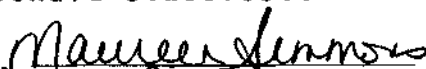
 AREA OF ZONE CHANGE TO C4-2

NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

  
Donald S. Woolcott MAYOR

  
Maureen Simmons CLERK  
(Deputy)

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1344-2001

EXPLANATORY NOTE

The purpose of By-Law Number 1344-2001 is to rezone lands located at the northeast corner of Hwy No. 2 and County Road 4, comprising Part Lots 11 & 12, Concession 1 (Blandford), in the Township of Blandford-Blenheim from 'Development Zone (D)' and 'Special Shopping Centre Zone (C4-1)' to 'Special Shopping Centre Zone (C4-2)' to permit a broad range of general and specialized commercial uses as well as light industrial-type uses on the subject lands.

The above-noted zone change will implement policies contained in Amendment No. 44 to the County of Oxford Official Plan regarding the Blandford Square Mall. Amendment No. 44 was approved by County Council on June 13, 2001.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1344-2001. The public hearing was held on June 20, 2001.

Any person wishing further information regarding Zoning By-Law Number 1344-2001 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

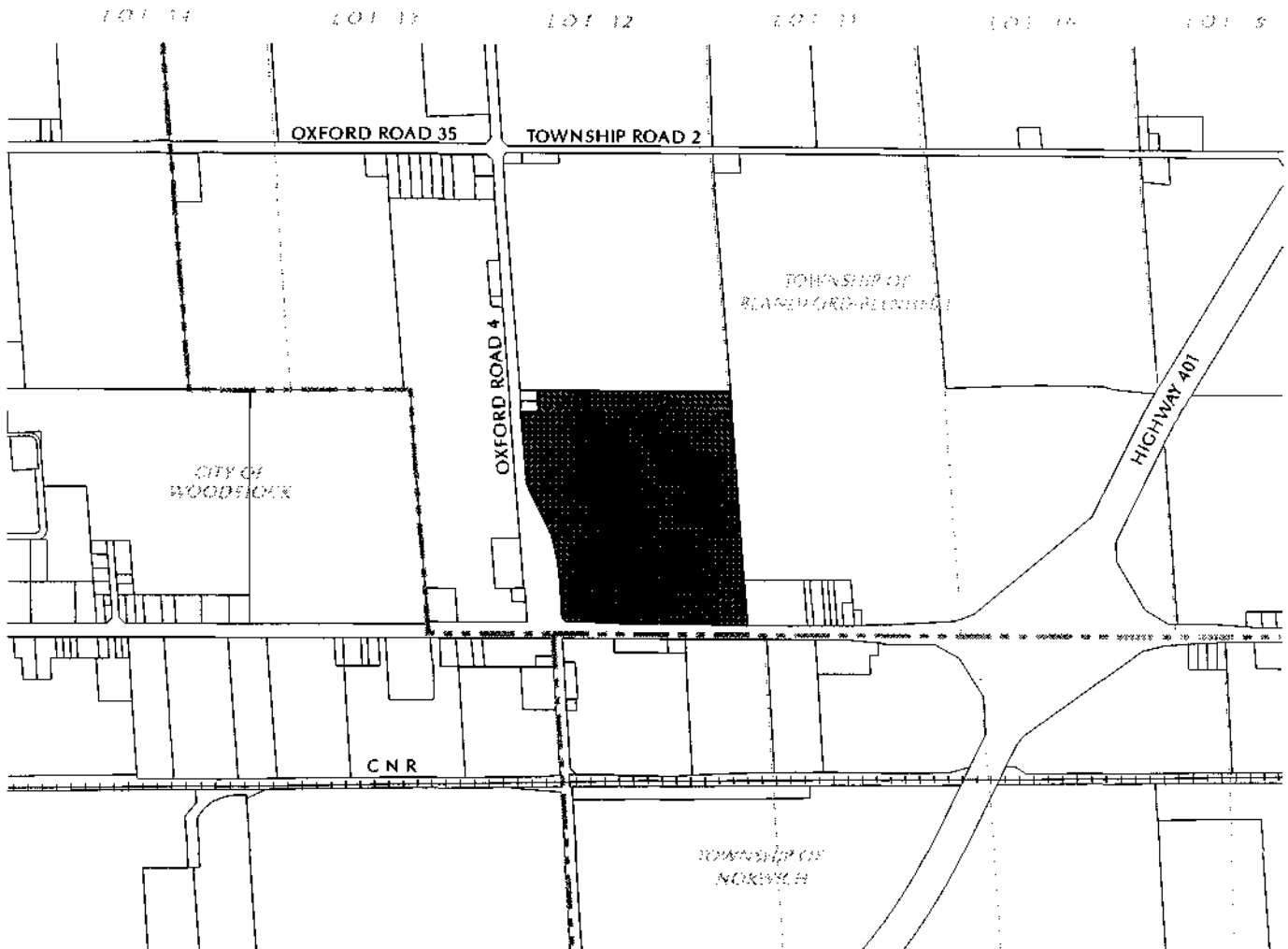
Telephone: 463-5347



# KEY MAP



METRES  
200 0 200 400



LANDS TO WHICH BYLAW **1344-** APPLIES  
**2001**



© 2001  
LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1345-2001

A By-Law to designate certain lands within the Township of Blandford-Blenheim as a Site Plan Control Area.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM enacts as follows:

1. That the lands described as 'Lands Designated under Site Plan Control' on the attached Schedule "A" which forms part of this by-law, are hereby designated as a Site Plan Control Area pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended.
2. By-law Number 882-91 enacted the 5th day of June, 1991, is hereby repealed.

READ a first and second time this 20th day of June, 2001.

READ a third time and finally passed this 20th day of June, 2001.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

  
Donald S. Woolcott Mayor

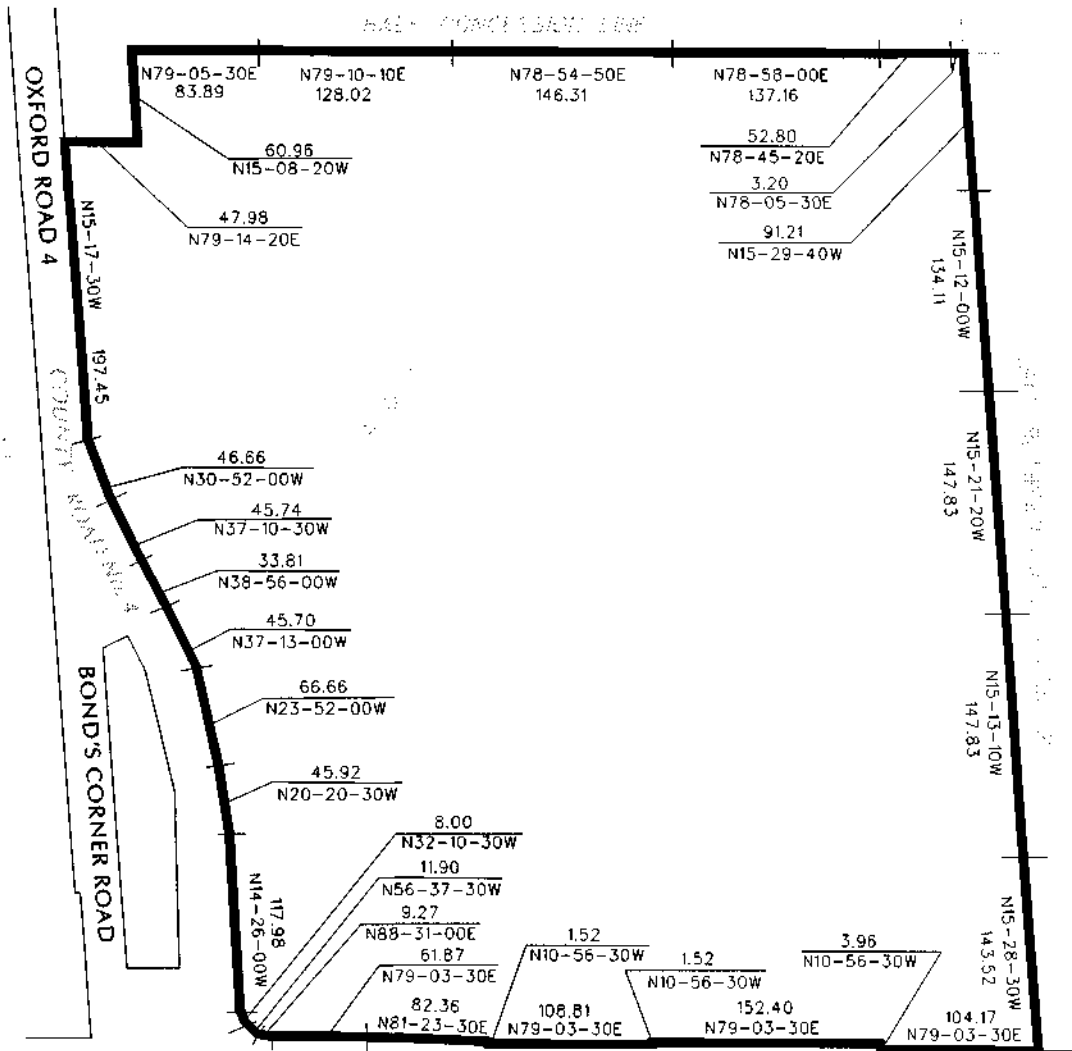
(SEAL)

  
Maureen Simmons, Deputy- Clerk

# SCHEDULE "A"

TO BY-LAW No. **1345-2001**

PART OF LOT 12, CONCESSION 1 (BLANDFORD)  
PARTS 1 AND 2, REFERENCE PLAN 41R-1024  
TOWNSHIP OF BLANDFORD-BLENHEIM



NOTES: 1. ALL DIMENSIONS ARE IN METRES. 2. THE TOWNSHIP OF BLANDFORD-BLENHEIM IS THE SUCCESSOR TO THE TOWNSHIP OF BLANDFORD AND THE TOWNSHIP OF BLENHEIM. 3. THE TOWNSHIP OF BLANDFORD-BLENHEIM IS THE SUCCESSOR TO THE TOWNSHIP OF BLANDFORD AND THE TOWNSHIP OF BLENHEIM. 4. THE TOWNSHIP OF BLANDFORD-BLENHEIM IS THE SUCCESSOR TO THE TOWNSHIP OF BLANDFORD AND THE TOWNSHIP OF BLENHEIM.

HIGHWAY 2      COUNTY ROAD No. 1  
TOWNSHIP OF BLENHEIM

THIS IS SCHEDULE "A"

TO BY-LAW No. **1345-2001**, PASSED  
**20th** DAY OF **June**, 2001

LANDS DESIGNATED UNDER  
SITE PLAN CONTROL

NOTE: ALL DIMENSIONS IN METRES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

**Donald S. Woolcott**      MAYOR  
  
**Maureen Simmons,**      CLERK  
(Deputy)

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1346-2001

Being a by-law to adopt the 2001 estimates of all sums required during the year for the purposes of the municipality and to levy the tax rates for all purposes.

**WHEREAS**, Section 367 of the Municipal Act (Chapter M45), RSO 1990 as amended provides the authority for Council to adopt estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS**, Section 368 of the Municipal Act (Chapter M45) RSO 1990 as amended by Bills 106,149,160,164,16 and 140 provides that Council, after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

**AND WHEREAS**, the Council of the Township of Blandford-Blenheim after considering the requirements of the municipality adopted the following estimated expenditures and revenues as prepared by the Treasurer for 2001.

**Expenditures**

General Government		
General Expenses	\$ 422,768.00	
Capital Expenses	6,300.00	
Computer Equipment	11,000.00	
		\$440,068.00
Protection to Persons & Property		
General Expenses - Fire	167,759.00	
Capital Equipment - Fire	26,100.00	
Capital Vehicles - Drumbo Tanker	173,620.00	
- Bright Tanker	7,500.00	
Capital Building - Drumbo firehall	10,000.00	
Agreements	48,000.00	
Animal Protection	7,240.00	
Reserve for Fire Vehicles	75,000.00	
Reserve for Building	25,000.00	
		540,209.00
Transportation Services		
Roads Maintenance	1,107,205.00	
Roads - capital projects	171,600.00	
Roads - Bridge projects	179,000.00	
Roads - Drainage assessments	12,500.00	
Street Lighting	19,270.00	
Transfer to Reserves	620,000.00	
		2,109,575.00
Environmental Services		
Garbage Collection - Contract	119,868.00	
Garbage Recycling - Contract	100,174.00	
Landfill Recycling & Misc.	9,000.00	
Landfill Tipping Fees	45,000.00	
		274,042.00
Health Services		
Inactive Cemeteries	5,800.00	
Active Cemeteries	30,477.00	
		36,277.00
Policing		
Policing - Amalgamated Force	922,073.00	
		922,073.00

**Parks and Recreation**

Park Maintenance	31,850.00
Capital Improvements - Parks	1,240.00
Community Center Maintenance	12,905.00
Plattsville Arena	284,461.00
Capital Improvements - Arena	16,650.00
Other Grants	4,530.00

351,636.00

**Planning and Development**

Drainage - Township portion	2,357.00
Municipal Drain Debenture	47,438.00
Tile Drain Debentures	33,793.00
Water and Sewer levies	616,681.00

700,269.00

**Total Expenditures****\$5,374,149.00****Revenues****Taxation****\$2,466,696.00****Other Taxation Special Charges**

Tile/Drainage levy	81,231.00	
Water levies	616,681.00	697,912.00

**Supplementaries Net Write Offs**

( 45,000.00)

**Payments in Lieu of Taxes**

8,700.00

**Other Grants**

Other Grants	46,390.00	
Community Re-investment Fund	1,021,000.00	
CRF - Bonus and Supplementary	36,000.00	1,103,390.00

**Received from Other Municipalities**

Township of Burford - fire	16,000.00	
County of Oxford - Recycling	10,000.00	
Other	600.00	26,600.00

**Other Revenue**

Interest, fees, fines etc.	219,454.00	
Roads Revenues	29,700.00	
Plattsville Arena	242,700.00	
Com Center/Parks & Recreation	12,000.00	
Active Cemeteries	24,250.00	528,104.00

**2000 Operating Surplus**

93,350.00      93,350.00

**Transfer from Reserves**

Fire	181,120.00	
Roads	229,000.00	
Contr from Cemeteries	6,227.00	
Tax Stablization Reserve	78,050.00	494,397.00

**Total Revenues****\$ 5,374,149.00**

**AND WHEREAS**, effective January 1, 2001 the Township reserves were categorized under the following headings in the Treasurer's General ledger:

1. Reserve for Office Replacement	\$ 410,000.00
2. Reserve for Administration (development charges)	\$ 9,037.00
3. Reserve for Fire Departments - Vehicles	\$ 126,900.00
4. Reserve for Fire Departments - Property	\$ 55,000.00
5. Reserve for Fire Buildings - (development charges)	\$ 2,355.00
6. Reserve for Roads - Road Construction	\$ 91,275.00
7. Reserve for Roads (development charges)	\$ 24,739.00
8. Reserve for Roads - Vehicles	\$ nil
9. Reserve for Bridge Construction	\$ 273,845.00
10. Reserve for Street Lighting	\$ 28,948.00
11. Reserve for Sidewalks	\$ 8,254.00
12. Reserve for Arena	\$ 152,575.00
13. Reserve for Community Centres	\$ 124,500.00
14. Reserve for Parks & Recreation	\$ 20,145.00
15. Reserve for Parks (development charges)	\$ (2,277.00)
16. Reserve for Tax Stabilization	\$ 413,731.00
17. Revenue Fund Surplus	\$ 92,493.00
Total Reserves as at January 1, 2001	\$1,831,520.00

**AND WHEREAS**, after recording the estimated 2001 revenues and expenditures, the Township reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 2001.

1. Reserve for Office Replacement	\$ 410,000.00
2. Reserve for Administration (development charges)	\$ 9,037.00
3. Reserve for Fire Departments - Vehicles	\$ 20,780.00
4. Reserve for Fire Departments - Property	\$ 80,000.00
5. Reserve for Fire Buildings - (development charges)	\$ 2,355.00
6. Reserve for Roads - Road Construction	\$ 131,275.00
7. Reserve for Roads (development charges)	\$ 24,739.00
8. Reserve for Roads - Vehicles	\$ 130,000.00
9. Reserve for Bridge Construction	\$ 494,845.00
10. Reserve for Street Lighting	\$ 28,948.00
11. Reserve for Sidewalks	\$ 8,254.00
12. Reserve for Arena	\$ 152,575.00
13. Reserve for Community Centres	\$ 124,500.00
14. Reserve for Parks & Recreation	\$ 20,145.00
15. Reserve for Parks (development charges)	\$ (2,277.00)
16. Reserve for Tax Stabilization	\$ 335,681.00
17. Revenue Fund Surplus	\$ nil
Total Reserves as at December 31, 2001	\$1,970,857.00

**AND WHEREAS**, the property assessment roll on which the 2001 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act subject to appeals at present before the District Court and the Ontario Assessment Review Board;

**AND WHEREAS**, "Residential/Farm Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Industrial Assessment", "Pipeline Assessment", "Farmland" Assessment and "Managed Forest Assessment" are defined in the Assessment Act as amended by the Fair Municipal Finance Act, 1997.

**AND WHEREAS**, the assessments for Blandford-Blenheim in the aforementioned property classes and prescribed sub-classes are as follows:

Residential/Farm Assessment	324,449,212.00
Multi-Residential Assessment	1,848,330.00
Commercial Assessment	29,518,092.00
Commercial - Vacant unit/excess land	110,820.00
Commercial - Vacant land	282,250.00
Industrial Assessment	4,522,901.00
Industrial - Vacant unit/excess land	33,915.00
Industrial - Vacant Land	199,000.00
Large Industrial	2,599,640.00
Pipeline Assessment	53,920,300.00
Farmland Assessment	243,903,010.00
Managed Forest Assessment	1,770,220.00

**AND WHEREAS**, under Section 363 of the Municipal Act (Chapter M45) RSO 1990 as amended, the County of Oxford established by By-law No. **4110-2001** the following tax ratios for the County and its lower tier municipalities.

1. Residential/Farm Residential	1.0000
2. Multi-Residential	2.7400
3. Commercial	1.9018
4. Industrial (residual)	2.9098
5. Large Industrial	3.4636
6. Pipeline	1.2593
7. Farmland	0.2500
8. Managed Forest	0.2500

**AND WHEREAS**, the sums required by taxation in the year 2001 for the Township of Blandford-Blenheim general purposes is **\$2,466,696.00**

**AND WHEREAS**, the sums required by taxation in the year 2001 for the County of Oxford general and library purposes to be levied to the Township of Blandford-Blenheim is **\$2,447,054.00**.

**AND WHEREAS**, Ontario Regulation 169/01 has set 2001 tax rates for education purposes for all assessment classes. The total amount for the Township of Blandford-Blenheim calculates out to be **\$3,153,073.00**.

**AND WHEREAS**, several municipal drains have been maintained under the authority of the Drainage Act, RSO 1990 Chapter D17 Section 74 as amended. Schedule "A" attached hereto details the municipal drains and the amounts placed on the tax roll.

**AND WHEREAS**, a water levy to property owners in Bright shall be collected as a local improvement charge on the 2001 tax roll, to all property assessed who receive or will receive water benefit in accordance with the County of Oxford By-law Number 4107-2001. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS**, a water and sewage levy to property owners in Drumbo shall be collected as a local improvement charge on the 2001 tax roll, to all property assessed who receive or will receive the benefit in accordance with the County of Oxford By-law Number 4107-2001. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** a water and sewage levy to property owners in Plattsville shall be collected as a local improvement charge on the 2001 tax roll, to all property assessed who receive or will receive the benefit in accordance with the County of Oxford By-law Number 4107-2001. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** the amount of capital charges owing for sewage and water connections and frontage in Plattsville shall be added to the Roll and part due in 2001 shall be collected. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** the amount for municipal drain debentures, tile drainage debentures and other miscellaneous charges shall be added to the local improvements list and collected as part of the 2001 Collector's Roll. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** the tax rates on the aforementioned property classes and property subclasses have been calculated pursuant to the provisions of the Municipal Act and the manner set out herein.

**NOW THEREFORE,** the Council of the Township of Blandford-Blenheim enacts as follows:

1. The rates of taxation per current value assessment for Township, County and Education purposes be levied as follows:

<b>Tax Class</b>	<b>Township</b>	<b>County</b>	<b>Education</b>	<b>Total</b>
<b>Residential</b>	.00458994	.00455894	.00373000	<b>.01287888</b>
<b>Multi-Residential</b>	.01257643	.01249153	.00373000	<b>.02879796</b>
<b>Commercial - full</b>	.00872915	.00867019	.02268259	<b>.04008193</b>
<b>Commercial- vacant unit/excess land</b>	.00611040	.00606903	.01587782	<b>.02805725</b>
<b>Commercial - vacant land</b>	.00611040	.00606916	.01587782	<b>.02805738</b>
<b>Industrial - full</b>	.01295024	.01247163	.03301589	<b>.05843776</b>
<b>Industrial - vacant unit/excess land</b>	.00841766	.00810633	.02146033	<b>.03798432</b>
<b>Industrial - vacant land</b>	.00841766	.00810634	.02146033	<b>.03798433</b>
<b>Large Industrial</b>	.01541496	.01487714	.03929955	<b>.06959165</b>
<b>Pipeline</b>	.00578011	.00574107	.01436592	<b>.02588710</b>
<b>Farmland</b>	.00114749	.00113973	.00093250	<b>.00321972</b>
<b>Managed Forest</b>	.00114749	.00112996	.00093250	<b>.00320995</b>

2. The amounts owing for "Local Improvements" as set out in Schedules "A", and "B" attached hereto and forming part of this by-law, be collected.
3. That the estimated expenditures and revenues listed herein are hereby adopted.
4. That the estimates established in 2001 for the Township reserves in the various categories as listed herein are hereby adopted.
5. That final taxes for residential, farmland, pipeline and managed forest classes, where such properties assessments are not combined with commercial, industrial, large industrial and/or multi-residential classes shall become due and payable in two installments as follows:

August 23, 2001

October 25, 2001



6. Taxes for all other Property Classes become due and payable as set out in Section 5; however, if the required 2001 capping adjustments are not available in time to comply with the due dates set out in Section 5, Due dates shall be established by Council following receipt of the required 2000 capping adjustments.
7. That from the 1<sup>st</sup> day of January, 2001 until the 31<sup>st</sup> day of December 2001, the statutory penalty of 1 ¼% per month or part thereof shall be added to all tax arrears, in accordance with the by-laws governing the same.
8. That a penalty of 1 ¼% be added to the amount due on February 22nd, May 24<sup>th</sup>, August 23<sup>th</sup> and October 25<sup>th</sup>, 2001 if these amounts are unpaid after such dates and 1 ¼% per month on the first day of each calendar month thereafter, in accordance with the by-laws governing the same.
9. The Treasurer shall pay all debentures to the holders thereof, or the Bank as the same becomes due and this by-law shall be her sufficient warrant for such payments.

**AND BE IT FURTHER ENACTED**, that all rates hereinbefore mentioned which are required to be levied and raised under this by-law shall be paid by the person or persons charged with the payment thereof, to the "Tax Collector" of the Township of Blandford-Blenheim, or to any of the following banks:


"The Canadian Imperial Bank of Commerce" Ayr and Plattsville  
"The Bank of Montreal" Drumbo.

By-law **READ** a **FIRST** and **SECOND** time this 4<sup>th</sup> day of July, 2001.

By-law **READ** a **THIRD** time and **FINALLY PASSED** in Open Council this 4<sup>th</sup> day of July 2001.

(Seal)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk Administrator

**Schedule "A" to By-Law No 1346-2001  
of the Township of Blandford-Blenheim**

<b>Code</b>	<b>Name of Drain (Repair Balance)</b>	<b>Maintenance Tax Roll 2001</b>
	Banko Drain	\$ 224.73
	Baskett Drain	\$ 1.35
	Bright Drain # 24	\$ 156.58
	Bright Drain Catchbasins	\$ 158.83
	Buck Wilson	\$ 6.13
	Cranberry Lake (new drain)	\$ 72.52
	Crosby Drain	\$ 36.30
	Eastwood West	\$ 20.03
	Horner Creek Drain (new drain)	\$ 19.17
	Lock Drain	\$ 25.55
	Mahon Drain	\$ 67.25
	Morning Glory - Open	\$ 438.64
	Morning Glory - Branch F	\$ 187.51
	Morning Glory - Branch G	\$ 16.59
	Plattsville SWM A	\$ 543.14
	Plattsville SWM B	\$ 812.38
	Plattsville Catchbasins	\$ 684.57
	Risk Drain	\$ 13.03
	Seegmiller Drain	\$ 14.85
	Sim Drain	\$ 9.59
	South Princeton A	\$ 391.25
	South Princeton E	\$ 228.90
	Todd Drain	\$ 147.64
		<u>\$ 4,276.53</u>

**Schedule "B" to By-Law No. 1346-2001  
of the Township of Blandford-Blenheim**

<b>Code</b>	<b>Local Improvement</b>	<b>Total</b>
207	Bright Water System "Connected"	\$ 49,875.00
210	Bright Water System "Not Connected"	\$ 4,500.00
		<u>\$ 54,375.00</u>
234	Drumbo Metered Year End Balance	\$ 3,271.00
235	Drumbo Metered	\$ 30,474.00
236	Drumbo Schedule A	\$ 159,877.04
237	Drumbo Schedule B existing units	\$ 1,900.00
238	Drumbo Schedule B vacant lots	\$ 12,540.00
240	Drumbo Multi connections	\$ 15,972.76
		<u>\$ 224,034.80</u>
241	Plattsville Single Usage	\$ 215,940.00
242	Plattsville Multi-Residential	\$ 8,094.00
243	Plattsville Other properties	\$ 82,939.00
		<u>\$ 306,973.00</u>
208	Plattsville Frontage and Connection	\$ 17,354.70
245	Partial Water/Sewage Charges	
	Bright	\$ 277.00
	Drumbo	\$ 12,316.82
	Plattsville	\$ 1,348.70
		<u>\$ 13,942.52</u>
Various	Municipal Drainage Debentures	\$ 43,161.20
209	Tile Drainage Debentures	\$ 33,793.20

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
47 Wilmot Street South  
**DRUMBO, ONTARIO**  
N0J 1G0

August 16, 2001.

The following resolution was enacted at the August 15<sup>th</sup>, 2001, regular meeting of Council:

"Whereas Council enacted By-law Number 1346-2001 on July 4<sup>th</sup>, 2001, adopting the estimated expenditures and revenues and the establishment of Tax Rates in 2001 and the collection of all rates imposed, as well as outlining due dates of August 24<sup>th</sup> and October 25<sup>th</sup>, 2001.

Be it Resolved that Council authorizes the amendment of the due date for the first installment of the final tax billing to be August 31<sup>st</sup>, 2001."

Yours truly,

  
Keith Reibling,  
Clerk-Administrator.

KR:ah

CC: Maureen Simmons, Treasurer/Collector

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1347-2001

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Martin and Jo Ann Brown.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Application Number B-84/00 has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of One (1) residential lot, being composed of Part of Lot 13, Concession 7, (former Blenheim), more particularly described as Part 1 on Reference Plan 41R-6785.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated June 27<sup>th</sup>, 2001, for developing lands, being composed of Part of Lot 13, Concession 7 (former Blenheim), more particularly described as Part 1 on Reference Plan 41R-6785, between Martin and Jo Ann Brown and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 18<sup>th</sup> day of July, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 18th day of July, 2001.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

<p style="text-align: center; font-size: 1.2em;"><b>461039</b></p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2002-11-14</p> <p>at 1531 <i>MLB</i> Land Registry Office No. 41      Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/>      Land Titles <input type="checkbox"/>      (2) Page 1 of 1 pages</p>
	<p>(3) Property Identifier(s)      Block      Property</p> <p>   00282      0294</p> <p style="text-align: right; font-size: 0.8em;">Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document      <b>RELEASE OF SITE-PLAN DEVELOPMENT AGREEMENT</b></p>
	<p>(5) Consideration</p> <p style="text-align: center;">n/a      Dollars \$</p>
	<p>(6) Description</p> <p>In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 13, Concession 7 (Blenheim), described as PART 1 on Reference Plan 41R-6785.</p>
<p>(7) This Document Contains:</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>      (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>	

(8) This Document provides as follows:

Release of Site-Plan Development Agreement registered on the 24th day of July, 2001, as Instrument #449201, between Martin and Jo Ann Brown and the Corporation of the Township of Blandford-Blenheim.

The terms of this agreement have been complied with and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
**Deed #428956 and Instrument #449201**

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
<p>Name(s)</p> <p><b>THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM</b></p>	<p><i>Donald S. Woolcott</i> Donald S. Woolcott</p>	<p>Y M D</p> <p>2002 11 06</p>
	<p><i>Keith Reibling</i> Keith Reibling, Clerk-Administrator</p>	<p>Y M D</p> <p>2002 11 06</p>

(11) Address for Service      **47 Wilmot Street South, Drumbo, Ontario. N0J 1G0**

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
<p>Name(s)</p>		<p>Y M D</p>

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>80 Wilmot Street North, Drumbo, Ontario. N0J 1G0</p>	<p>(15) Document Prepared by:</p> <p>Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center; font-size: 1.5em;">60</td> </tr> </table>	Registration Fee						<b>Total</b>	60
Registration Fee										
<b>Total</b>	60									

FOR OFFICE USE ONLY

Number **449201**  
**CERTIFICATE OF REGISTRATION**  
REGISTERED  
**2001-07-24**  
at **12:12** *mz*  
Land Registry Office No. 41 Land Registrar

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 14 pages

(3) Property Identifier(s)

Block  
00282

Property  
0257

Additional:  
See  
Schedule ☐

(4) Nature of Document

Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.

(5) Consideration

---nil--- Dollars \$

(6) Description

In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 13, Concession 7 (Blenheim), described as PART 1 on Reference Plan 41R-6785.

(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional  
Parties ☐

Other ☐

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2001 07 18

(11) Address

for Service 47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

MARTIN BROWN

JO ANN BROWN

(13) Address  
for Service

74 Wilmot Street North, DRUMBO, Ontario. N0J 1G0

(14) Municipal Address of Property

80 Wilmot Street North,  
Drumbo, Ontario.  
N0J 1G0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

60

Total

60

**CONSENT AGREEMENT**

**M. & J. BROWN SEVERANCE**

**PART OF LOT 13, CONCESSION 7,**

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
(FORMERLY TOWNSHIP OF BLENHEIM)

THIS AGREEMENT made on the 27 day of June, 2001

BETWEEN:

MARTIN & JOANN BROWN

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the west side of Wilmot Street, County Rd. 3, between Oxford Rd. 29 and Township Rd. 8 in the Village of Drumbo, municipally known at 80 Wilmot Street North, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-84/00) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated September 7, 2000, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.



1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within County Right-of-Way

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the County's satisfaction.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify the lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS2.1 Cowan Drain 1997 (Incorporation Report)

- a) In accordance with Page 5 of the Drainage Report, since a connection to the drain from the lot to be serviced herein was not provided, the Owner shall provide a new private drain connection. The responsibility and cost for construction shall be to the owner. The new connection should be used for sump pump discharge and any use, by gravity would be at the owner's sole risk.

- b) With respect to future maintenance provisions, the Owner is to be assessed an equal portion for maintenance similar to adjacent lots as outlined on Page 5 of the Drainage Report.

2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the lot purchaser of its obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act. The Owner and lot purchaser acknowledge that if drainage problems should result a future drain may be required and that assessments of cost may be made to them if the drain proceeds.

3. OTHER DRAINAGE MATTERS

3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

3.2 Private Drain Connection

The Owner agrees to notify the lot purchaser of its obligation to construct any private drain connection, back water valve, and sump pump as outlined in Schedule 'C' hereto.

4. DRIVEWAY

4.1 General

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule C.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

6. STREET LIGHTING

6.1 Paying into Reserve Account

The Owner agrees to pay the sum of \$100.00 to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

7. SIDEWALKS

7.1 Paying into Sidewalk Reserve Account

The Owner agrees to pay the sum of \$500 to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. PARKLAND FEES

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The Township may hold the Owner or lot purchaser liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

10. BOULEVARDS

Upon completion of all work on the lot and in the road allowances, to a degree as required by the Township, the affected boulevard areas shall be regraded, topsoiled and sodded.

11. WATER SUPPLY

a) Connection Charges

The Owner is currently identified in County of Oxford, Bylaw No. 3970-2000, Schedule B as property code 250-14600-01, Wilmot Street North and is therefore paying the appropriate water service charge for a vacant serviced lot.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual water system fees under Schedule A of Oxford County Bylaw 4107-2001. These fees will be transferred to Schedule A ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, as amended, the Owner shall pay to the County of Oxford the sum of \$1,193 prior to the stamping of the deed.

12. SEWAGE DISPOSAL

a) Connection Charges

The Owner is currently identified in County of Oxford, Bylaw No. 3970-2000, Schedule B as property code 250-14600-01 Wilmot Street North and is therefore paying the appropriate sanitary sewer service charge for a vacant serviced lot.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual sewage system fees under Schedule B of Oxford County Bylaw 4107-2001. These fees will be transferred to Schedule A ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, as amended, the Owner shall pay to the County of Oxford the sum of \$3,329 prior to the stamping of the deed.

13. CONSTRUCTION ON THE LOT13.1 Work to be in Accordance with Approved Plan

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

13.2 Lot Purchaser's Obligation to Prepare Site Plan

The Owner agrees to prepare or to advise the lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that the dwelling and driveways shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 17 hereto.

13.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

13.6 Changes

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

13.7 Ultimate Responsibility

All security monies provided by the Owner or the lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES14.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.

14.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

14.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:

1. Have paid the sum for street lighting as required by Section 6.
2. Have paid the sum for sidewalks as required by Section 7.
3. Have paid the sum for parkland fees as required by Section 8.
4. Have paid to the County of Oxford the sum as required by Section 11(d).
5. Have paid to the County of Oxford the sum as required by Section 12(d).
6. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
7. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
8. Have executed this agreement with the Township.

16. BUILDING PERMITS16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

16.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- c) Obtain the entrance permit from the applicable authority.
- d) Provide manufacturers details of retaining wall system.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS17.1 Amount of Security

To ensure that the Owner, lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00. Multiple trips or revisions to the plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

17.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

17.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

18. DEFAULT

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

19. REGISTRATION OF THIS AGREEMENT

- 19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.
- 19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

20. EASEMENTS, BLOCKS

None are required.

21. MISCELLANEOUS

21.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, the lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

21.2 Variations

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.


22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

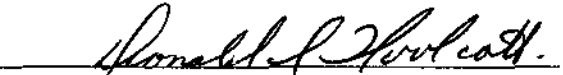
OWNER

  
Per Martin Brown

  
Per JoAnn Brown

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

(SEAL)

  
Mayor - Donald S. Woolcott

  
Clerk - Keith Reibling



SCHEDULE "A"

Agreement Dated the 27<sup>th</sup> day of June, 2001.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of part of Lot 13, Concession 7, and more particularly described as Part One on Reference Plan 41R-6785.

SCHEDULE "B"

## CONSENT CONDITIONS

*In the case of an Application for Consent as made under Section 53 of the Planning Act, RSO 1990, as amended, as it affects the property located on the:*

*West side of Wilmot Street (County Rd. 3), between Oxford Road 29 and Twp. Rd. 8, in the Village of Drumbo, municipally known at 74 Wilmot Street.*

*Part of Lot 3, Concession 7, Township of Blandford-Blenheim, formerly Township of Blenheim.*

CONDITIONS:

1. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the subject property have been complied with.*
2. *If required, drainage assessment re-apportionment to undertaken pursuant to Section 65 of The Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
3. *If required, the applicant enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
4. *A 3.0 metre (10 foot) road widening along the frontage of the lot to be severed and the parcel to be retained be conveyed to the County of Oxford, free of encumbrances and costs, to the satisfaction of the Director of Public Works.*
5. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise, have been complied with.*
6. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, R.S.O., 1990, as amended, within one year from the date of the mailing of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for certification pursuant to Subsection 42, of Section 53 of the Planning Act, R.S.O., 1990, as amended, within one year from the date of the mailing of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

*Dated this 27th day of June, 2001*

### SCHEDULE "C"

#### **C.1 DRAINAGE**

- a) **Roof Drainage**  
Roof drainage shall discharge onto the surface.
- b) **Lot Drainage**
  - surface flow
  - to be in accordance with approved plan
- c) **Foundation Drainage**
  - one of the following alternatives is acceptable
    - i) sump pump, pumped over foundation wall and discharged by gravity to PDC
    - ii) weeping tiles connected by gravity to PDC

#### **C.2 DRIVEWAY**

- a) **Dimensions**  
The minimum width shall be 3.5m and the maximum width shall be 6.0m.
- b) **Materials**
  - 250mm minimum of Granular A
  - 50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.

#### **C.3 BOULEVARD CONSTRUCTION**

Boulevard to be topsoiled and sodded.

#### **C.4 RETAINING WALL**

Refer to approved plan for location and top elevation of proposed retaining wall.



- ## LEGEND

306.00      EXISTING GRADE

EXISTING GROUND CONTOUR  
ELEVATION

308.00

PROPOSED  
GRADE

MATCH  
EST. 305.9

MATCH EXISTING GROUND  
ELEVATION AT PROPERTY LINE  
EST = ESTIMATED

DIRECTION OF  
SURFACE FLOW

LOCATION OF  
PUMP DISCHARGE

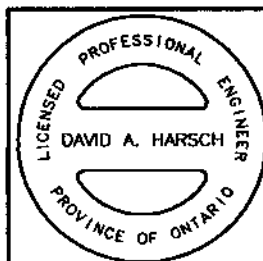
BM#1 NAIL IN W/SIDE OF H.P. #16 ON NORTH EAST  
CORNER OF JARVIS AND CTY RD 3  
ELEV 306.72

**NOTE:**

OPTIMUM SIDE SLOPE	- 1 VERTICAL TO 6 HORIZONTAL
MAXIMUM SIDE SLOPE	- 1 VERTICAL TO 3 HORIZONTAL
MINIMUM GRADIENT	- 1.6%
	- 10%

MAXIMUM GRADIENT  
GRADE TRANSITIONS SHALL BE SMOOTH TO FACILITATE  
THE MINING OPERATION

**TYPICAL SECTION OF GRASS SWALE**  
**USED IN LOT GRADING**



Martin and Jo Ann Brown, Consent  
Township of Blandford-Blenheim

SCALE



**K. SMART ASSOCIATES LIMITED**  
**CONSULTING ENGINEERS AND PLANNERS**  
**KITCHENER      EMBERTON      SUDBURY**

**JOB NUMBER**  
01-079

DATE \_\_\_\_\_

DATE \_\_\_\_\_  
PAGE 23 2001

**JUNE 27, 2001**

**DRAWING NUMBER**

**THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM**

**BY-LAW NUMBER 1348-2001**

Being a By-law to restrict the Weight of Vehicles passing over One (1) boundary road bridge structure in the Township.

**WHEREAS**, the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 123, Subsection (2), and amendments thereto, provides that:

"The Municipal Corporation or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over such a bridge and the requirements of subsection (1) with respect to the posting up of notice apply thereto,"

**AND WHEREAS** the Township of Wilmot enacted By-law Number 01-39 on the 23rd day of July, 2001 restricting the maximum weight on the boundary road bridge to a single posting of 15 tonnes.

**AND WHEREAS** D. L. Baxter, P. Eng. and P.S. Davis, P. Eng. from the consulting firm of Totten, Sims, Hubicki Associates advised that effective July 12th, 2001, after inspecting the bridge structure, they would recommend a maximum weight single posting of 15 tonnes for a period of twenty-four months.

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. No vehicle or combination of vehicles or any class thereof whether empty or loaded, shall be operated over the bridge situate on the Wilmot-Blenheim Townline (Oxford-Waterloo Road) at Lots 18 and 19, Concession 14 (former Blenheim); Structure No. 3; M.T.O. Site No. 23-0049; where the gross weight of such vehicle or combination of vehicles or any class thereof exceeds - Fifteen (15) TONNES.
2. Any person violating the provisions of this by-law shall be subject to the penalties provided in Section 125 of The Highway Traffic Act.
3. By-law Number 1281-99, enacted the 15th day of September, 1999, is hereby repealed.
4. This by-law shall become effective immediately upon enactment, and a notice of the limit of weight permitted, legibly printed, has been posted in a conspicuous place at each end of the bridge.

By-law **READ** a **FIRST** and **SECOND** time this 1st day of August, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1st day of August, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1349-2001

Being a By-law to authorize the execution of a consent agreement between  
The Corporation of the Township of Blandford-Blenheim and Dougal Reid.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows  
the granting of a consent by County Council with respect to lands and imposing of  
conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding  
Application Number B-36/01 has granted one (1) severance subject to conditions  
being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an  
Agreement with the developer to effect proper development of One (1) residential lot,  
being composed of Part of Lots 1 and 2, Registered Plan 199, (former Blenheim),  
more particularly described as Parts 1 and 2 on Reference Plan 41R-6893.


**NOW THEREFORE**, the Municipal Council of The Corporation of the  
Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator be authorized and they are hereby  
instructed to execute on behalf of The Corporation of the Township of  
Blandford-Blenheim a Consent Agreement dated August 15<sup>th</sup>, 2001, for  
developing lands, being composed of Part of Lots 1 and 2, Registered  
Plan 199 (former Blenheim), more particularly described as Parts 1 and 2 on  
Reference Plan 41R-6893, between Dougal Reid and the Corporation of the  
Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 15<sup>th</sup> day of August, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 15<sup>th</sup> day of  
August, 2001.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

# Document General

Form 4 — Land Registration Reform Act

**D**

<p style="text-align: center; font-size: 1.2em;"><b>461038</b></p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2002-11-14</p> <p>at <i>1530</i> <i>mz</i> <i>km</i> Land Registry Office No. 41      Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 1 pages</p>
	<p>(3) Property Identifier(s)      Block      Property</p> <p>   00289      0186</p>	
	<p>(4) Nature of Document      RELEASE OF    SITE-PLAN DEVELOPMENT AGREEMENT</p>	
	<p>(5) Consideration</p> <p>n/a      Dollars \$</p>	
	<p>(6) Description</p> <p>In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Lots 1 and 2, Registered Plan 199, (Blenheim), described as Parts 1 and 2 on Reference Plan 41R-6893.</p>	
<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains:      (a) Redescription New Easement Plan/Sketch <input type="checkbox"/>      (b) Schedule for:      Description <input type="checkbox"/>      Additional Parties <input type="checkbox"/>      Other <input type="checkbox"/></p>	

**(8) This Document provides as follows:**

Release of Site-Plan Development Agreement registered on the 13th day of September, 2001, as Instrument #450356, between Dougal Reid and the Corporation of the Township of Blandford-Blenheim.

The terms of this agreement have been complied with and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

**(9) This Document relates to instrument number(s)**

Deed #451084 and Instrument #450356

**(10) Party(ies) (Set out Status or Interest)**

Name(s)

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

Signature(s)

*Donald S. Woolcott*  
Donald S. Woolcott, Mayor

Date of Signature

Y	M	D
2002	11	06

*Keith Reibling*  
Keith Reibling, Clerk-Administrator

Y	M	D
2002	11	06

**(11) Address**

for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

**(12) Party(ies) (Set out Status or Interest)**

Name(s)

Signature(s)

Date of Signature

Y	M	D
---	---	---

**(13) Address**

for Service

(14) Municipal Address of Property  
68 Mechanic Street,  
Drumbo, Ontario.  
N0J 1G0

**(15) Document Prepared by:**

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

FOR OFFICE USE ONLY

**Fees and Tax**

Registration Fee

Total

60

# Document General

Form 4 - Land Registration Reform Act

**D**

<p style="text-align: center; font-size: 1.2em;"><b>450356</b></p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2001-09-13</p> <p>at 9:21 <i>Mr. Reibling</i> Land Registry Office No. 41 Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 14 pages	(3) Property Identifier(s) Block Property 00289 0069	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.			
	(5) Consideration --nil----- Dollars \$			
	(6) Description In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Lots 1 and 2, Registered Plan 199, (Blenheim), described as Parts 1 and 2 on Reference Plan 41R-6893.			
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>			

(8) This Document provides as follows:  
See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM (the "Township") by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	Y M D 2001 09 12

(11) Address for Service 47 Wilmot Street South, DRUMBO, Ontario. NOJ 1G0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) DOUGAL REID		Y M D

(13) Address for Service 64 Mechanic Street, DRUMBO, Ontario. NOJ 1G0

(14) Municipal Address of Property 68 Mechanic Street, Drumbo, Ontario. NOJ 1G0	(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. NOJ 1G0	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="padding: 2px;">Registration Fee</td> <td style="text-align: center; padding: 2px;">60</td> </tr> <tr> <td style="padding: 2px;"> </td> <td style="padding: 2px;"> </td> </tr> <tr> <td style="padding: 2px;"> </td> <td style="padding: 2px;"> </td> </tr> <tr> <td style="padding: 2px;">Total</td> <td style="text-align: center; padding: 2px;">60</td> </tr> </table>	Fees and Tax		Registration Fee	60					Total	60
Fees and Tax												
Registration Fee	60											
Total	60											



**CONSENT AGREEMENT**

**D. REID SEVERANCE**

**PART OF LOTS 1 AND 2, REGISTERED PLAN 199**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(FORMERLY TOWNSHIP OF BLENHEIM)**

THIS AGREEMENT made on the 31 day of August, 2001

BETWEEN:

**DOUGAL REID**

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot on the south west corner of Jarvis and Mechanic Streets, in the Village of Drumbo, municipally known at 68 Mechanic Street, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-36/01) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated June 7, 2001, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

**1.2 All work to conform to approved plan**

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialled by the Township Engineer.

**1.3 Construction Within Township Right-of-Way**

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the Township's satisfaction.

**1.4 Owner to notify lot purchaser of his obligations**

The Owner agrees to notify the lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

**1.5 Owner to employ Engineer for design**

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

**1.6 Other Work**

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

**1.7 Liability**

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

**1.8 Intent**

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

**2. DRAINAGE ACT MATTERS****2.1 Cowan Drain 1997 (Incorporation Report)**

- a) In accordance with Page 5 of the Drainage Report, since a connection to the drain from the lot to be serviced herein was not provided, the Owner shall provide a new private drain connection. The responsibility and cost for construction shall be to the owner. The new connection should be used for sump pump discharge and any use, by gravity would be at the owner's sole risk.

- b) With respect to future maintenance provisions, the Owner is to be assessed an equal portion for maintenance similar to adjacent lots as outlined on Page 5 of the Drainage Report.

## 2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the lot purchaser of its obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act. The Owner and lot purchaser acknowledge that if drainage problems should result a future drain may be required and that assessments of cost may be made to them if the drain proceeds.

## 3. OTHER DRAINAGE MATTERS

### 3.1 Grading of Lot (To Provide Proper Drainage)

- a) The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.
- b) The owner shall install a catch basin on the southwest corner of Part 2 and connect it, using 26m of 100mm PVC, to the existing catch basin on the corner of Mechanic and Jarvis. The cost of this drain shall be totally at the expense of the owner. The owner further agrees to ensure that the Township Engineer inspects the work and that the location of the new drain has been properly documented.

The Owner agrees to provide security in the amount of \$1800 in the form of a certified cheque which shall be payable at the time of stamping of the deed.

### 3.2 Private Drain Connection

The Owner agrees to notify the lot purchaser of its obligation to construct any private drain connection, back water valve, and sump pump as outlined in Schedule 'C' hereto.

## 4. DRIVEWAY

### 4.1 General

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

### 4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

### 4.3 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule C.

## 5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

### 5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

6. STREET LIGHTING

6.1 Paying into Reserve Account

The Owner agrees to pay the sum of \$100.00 to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

7. SIDEWALKS

7.1 Paying into Sidewalk Reserve Account

The Owner agrees to pay the sum of \$500 to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. PARKLAND FEES

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The Township may hold the Owner or lot purchaser liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

10. BOULEVARDS

Upon completion of all work on the lot and in the road allowances, to a degree as required by the Township, the affected boulevard areas shall be regraded, topsoiled and sodded.

11. WATER SUPPLY

a) Connection Charges

The Owner is currently identified in County of Oxford, Bylaw No. 3970-2000, Schedule D as property code 250-02500-00, Jarvis Street and had previously signed a release form to exclude Schedule "B" charges from applying to the underdeveloped property. The release form further agreed to pay the service connection charge at the time of connection. The service connection charge of \$8,000.00 shall apply in accordance with the provisions of County of Oxford By-law No. 3970-2000.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual water system fees under Schedule A of Oxford County Bylaw 4107-2001. These fees will commence ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, as amended, the Owner shall pay to the County of Oxford the sum of \$1,193 prior to the stamping of the deed.

12. SEWAGE DISPOSALa) Connection Charges

See Section 11 a) for details.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual sewage system fees under Schedule B of Oxford County Bylaw 4107-2001. These fees will commence ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, as amended, the Owner shall pay to the County of Oxford the sum of \$3,329 prior to the stamping of the deed.

13. CONSTRUCTION ON THE LOT13.1 Work to be in Accordance with Approved Plan

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

13.2 Lot Purchaser's Obligation to Prepare Site Plan

The Owner agrees to prepare or to advise the lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that the dwelling and driveways shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 17 hereto.

13.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

13.6 Changes

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

13.7 Ultimate Responsibility

All security monies provided by the Owner or the lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

14.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.

14.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

14.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:

1. Have paid the sum for the drain as required by Section 3.1(b).
2. Have paid the sum for street lighting as required by Section 6.
3. Have paid the sum for sidewalks as required by Section 7.
4. Have paid the sum for parkland fees as required by Section 8.
5. Have paid to the County of Oxford the sum as required by Section 11 (a).
6. Have paid to the County of Oxford the sum as required by Section 11(d).
7. Have paid to the County of Oxford the sum as required by Section 12(d).
8. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
9. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
10. Have executed this agreement with the Township.

16. BUILDING PERMITS

16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

16.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- c) Obtain the entrance permit from the applicable authority.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS17.1 Amount of Security

To ensure that the Owner, lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00. Multiple trips or revisions to the plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

17.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

17.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

18. DEFAULT

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

## 19. REGISTRATION OF THIS AGREEMENT

- 19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.
- 19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

## 20. EASEMENTS, BLOCKS

- (a) That an easement described as Part 2 of Reference Plan 41R-6893 be granted for municipal water and sewer services and their maintenance, in favour of the existing developed lot at 64 Mechanic Street.
- (b) That the easement granted in 20 (a) will require that no buildings, structures or pavement be constructed over the easement and that the County of Oxford maintains access to the easement for any work on the municipal services required in the future.

## 21. MISCELLANEOUS

### 21.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, the lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

### 21.2 Variations

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

## 22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.



IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Keith Reibling*

OWNER

*D. Reid*

Per Dougal Reid

(SEAL)

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

*Donald S. Woolcott*

Mayor - Donald S. Woolcott

*Keith Reibling*

Clerk - Keith Reibling

SCHEDULE "A"

Agreement Dated the 31<sup>st</sup> day of August, 2001.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lots 1 and 2, according to Registered Plan 199 and more particularly described as Part One and Two on Reference Plan 41R-6893.

SCHEDULE "B"

## CONSENT CONDITIONS

*In the case of an Application for Consent as made under Section 53 of the Planning Act, RSO 1990, as amended, as it affects the property located on the:*

*Southwest corner of Jarvis and Mechanic Streets, in the Village of Drumbo-municipally known as 64 Mechanic Street.*

*Lots 1 & 2, Registered Plan 199, Township of Blandford-Blenheim, formerly Township of Blenheim.*

CONDITIONS:

1. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the subject property have been complied with.*
2. (a) *That an easement for municipal water and sewer services and their maintenance, for a width of 10 feet from centreline of the existing services, be granted in favour of the lot to be retained by the owner of the lot to be severed where it fronts onto Mechanic Street, at the time of registration of the lot to be severed.*  
  
 (b) *That the easement granted in 2 (a) will require that no buildings, structures or pavement be constructed over the easement and that the County of Oxford maintains access to the easement for any work on the municipal services required in the future.*
3. *If required, drainage assessment re-apportionment to undertaken pursuant to Section 65 of The Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
4. *The applicant enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
5. *If required, the applicant request that the County of Oxford prepare a deeming By-law to deem Lots 1 and 2, Registered Plan 199 (Blenheim), in the Township of Blandford-Blenheim, not to be registered in accordance with the provisions of the Planning act, R.S.O. 1990, as amended..*
- 6.. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise, have been complied with.*
7. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, R.S.O., 1990, as amended, within one year from the date of the mailing of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for certification pursuant to Subsection 42, of Section 53 of the Planning Act, R.S.O., 1990, as amended, within one year from the date of the mailing of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

*Dated this 31st day of August, 2001*

SCHEDULE "C"**C.1 DRAINAGE**

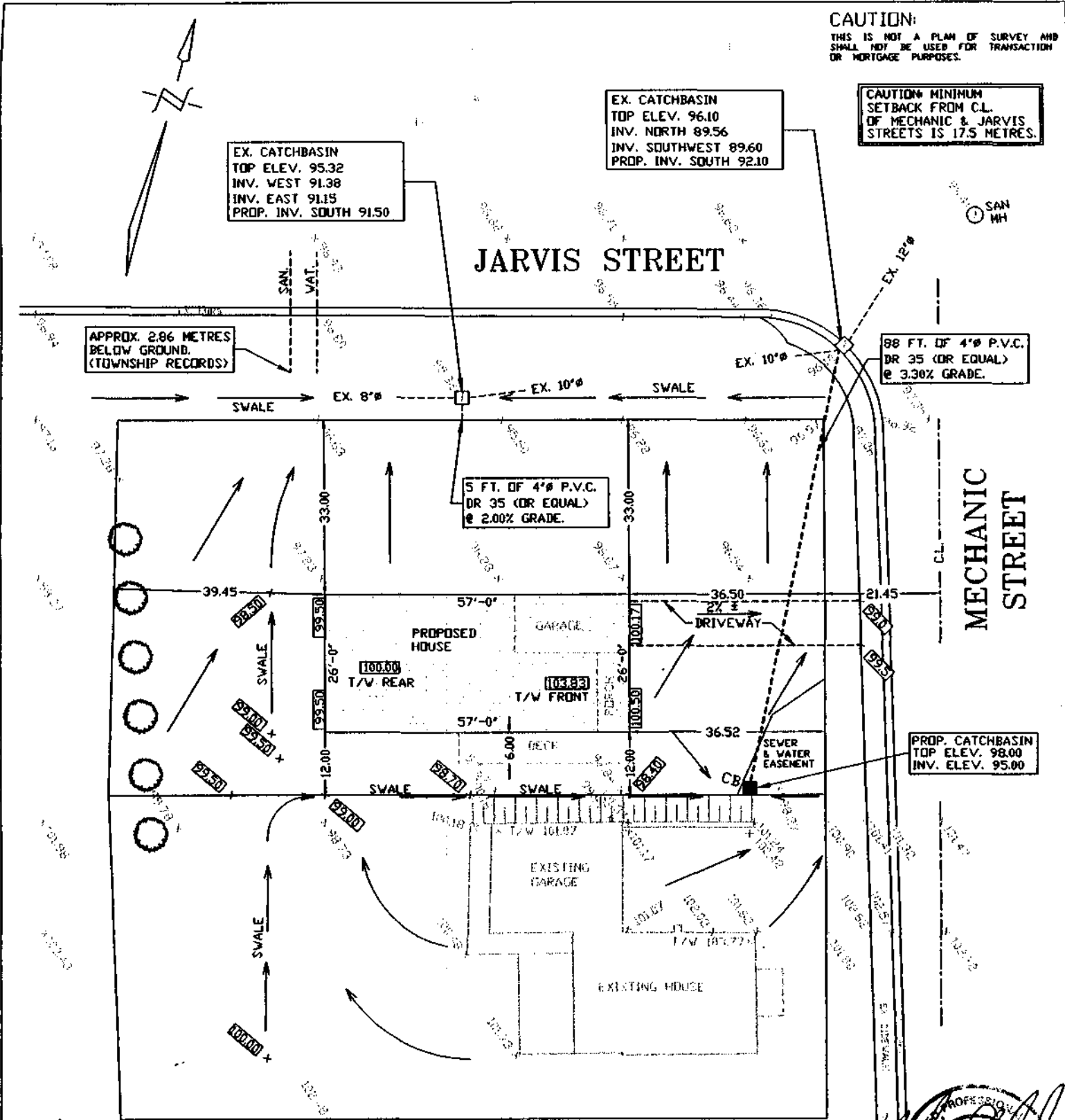
- a) **Roof Drainage**  
Roof drainage shall discharge onto the surface.
- b) **Lot Drainage**
  - surface flow
  - to be in accordance with approved plan
  - new catchbasin to be installed within the easement of Part 2 at the southwest corner.
- c) **Foundation Drainage**
  - one of the following alternatives is acceptable
    - i) sump pump, pumped over foundation wall and discharged by gravity to PDC
    - ii) weeping tiles connected by gravity to PDC on Jarvis Street

**C.2 DRIVEWAY**

- a) **Dimensions**  
The minimum width shall be 3.5m and the maximum width shall be 6.0m.
- b) **Materials**  
250mm minimum of Granular A  
50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.

**C.3 BOULEVARD CONSTRUCTION**

Boulevard to be topsoiled and sodded.



CAUTION:  
THIS IS NOT A PLAN OF SURVEY AND  
SHALL NOT BE USED FOR TRANSACTION  
OR MORTGAGE PURPOSES.

CAUTION: MINIMUM  
SETBACK FROM C.L.  
OF MECHANIC & JARVIS  
STREETS IS 17.5 METRES.

EX. CATCHBASIN  
TOP ELEV. 95.32  
INV. WEST 91.38  
INV. EAST 91.15  
PROP. INV. SOUTH 91.50

EX. CATCHBASIN  
TOP ELEV. 96.10  
INV. NORTH 89.56  
INV. SOUTHWEST 89.60  
PROP. INV. SOUTH 92.10

APPROX. 2.86 METRES  
BELOW GROUND.  
(TOWNSHIP RECORDS)

88 FT. OF 4" P.V.C.  
DR 35 (OR EQUAL)  
@ 3.30% GRADE.

5 FT. OF 4" P.V.C.  
DR 35 (OR EQUAL)  
@ 2.00% GRADE.

PROP. CATCHBASIN  
TOP ELEV. 98.00  
INV. ELEV. 95.00

CAUTION:  
STEP FOOTINGS AND INSTALL COM-  
PACTED GRANULAR MATERIAL AS  
REQUIRED FOR SUPPORT AND FROST  
PROTECTION.

IT IS THE RESPONSIBILITY OF THE PLAN USER TO INFORM  
THEMSELF OF THE EXACT LOCATION OF AND ASSUME ALL  
LIABILITY FOR DAMAGE TO ALL POLE LINES, CONDUITS,  
WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERHEAD  
UTILITIES AND STRUCTURES BEFORE COMMENCING WORK.  
SUCH UTILITIES AND STRUCTURES ARE NOT NECESSARILY  
SHOWN ON THE DRAWING AND WHERE SHOWN THE ACCURACY  
THEIR POSITION IS NOT GUARANTEED.

NOTES:

1.) TYPE OF BUILDING: DETACHED WITH GARAGE

2.) INVERT ELEVATION OF SANITARY SEWER: UNKNOWN...  
SATISFACTORY FALL TO BE VERIFIED BY BUILDER PRIOR TO  
FOOTING POUR.

3.) FOOTINGS TO BE 4 FEET (1.2 METRES) MINIMUM BELOW FINISHED  
GRADE. (SEE ONTARIO BUILDING CODE FOR CLEARANCE TO TOP  
OF WALL AND OTHER REQUIREMENTS.)

4.) THIS PLAN WAS PREPARED FOR GRADING ONLY.

5.) ALL DIMENSIONS AND ELEVATIONS ARE IN FEET  
UNLESS OTHERWISE NOTED.

6.) BENCHMARK: TOP OF SOUTH EAST CORNER OF FRONT PORCH  
OF HOUSE NUMBER 12 ON NORTH SIDE OF JARVIS ST.,  
ELEVATION 100.00 FEET (ASSUMED).

LEGEND:

- 000.00 ORIGINAL ELEVATION
- 000.00 X PROPOSED ELEVATION
- DIRECTION OF SURFACE RUN-OFF
- PROPOSED HOUSE
- T/V TOP OF FOUNDATION WALL

SPRINGBANK CONSULTING ENGINEERS LTD.	
P.O. BOX 8, WOODSTOCK, ONTARIO TEL. (519) 537-6212	
CLIENT MR. DOUGAL REID	
PLOT AND GRADING PLAN FOR LOTS 1 AND 2 (South of Jarvis St.) REGISTERED PLAN No. 199 TOWNSHIP OF BLANDFORD-BLENHEIM COUNTY OF OXFORD (DRUMBO)	
DRAWN P.A.B.	SHEET 1 OF 1
CHECKED P.A.B.	DRAWING NO. M-803B
DATE SEPTEMBER 7, 2001.	THIS DRAWING SUPERSEDES DWG. M-803, (AUG 21/01) & DWG. M-803A (AUG. 29/01).
SCALE 1" = 20 FEET	

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1350-2001

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Llolyn Drain.

**WHEREAS** By-law Number 1319-2000 enacted the 4<sup>th</sup> day of October, 2000, provided for the construction of the Llolyn Drain, based on the estimates contained in a drainage report dated August 31, 2000, as submitted by John Kuntze, P.Eng., from the firm of K. Smart & Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the total actual cost to construct the Drainage Works was \$15,663.19. The Engineer's Estimated Costs to construct the Drainage Works was \$20,900.00 less \$11,230.00 for Highway #2 (County of Oxford and County of Brant) for Special Assessments for a Net Estimated Cost of \$9,670.00. The Actual Costs for the Special Assessments was \$8,343.00 for Highway #2, reducing the net actual costs to \$7,320.19 for pro-rata purposes. The Actual cost to construct the Drainage Works was under the Estimated Costs by a sum of \$2,349.81 or 75.7% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE,** Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

COUNTY OF BRANT

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
1	East Half of Lot 10 (G. Earle & Marjorie Mahon)	\$ 1,500.00	\$ 1,135.50
	SUB-TOTAL	\$ 1,500.00	\$ 1,135.50
	County of Brant -Highway 2	\$ 1,352.00	\$ 1,023.47
	County of Brant - Special Assessment	\$ 5,615.00	\$ 4,171.50
	SUB-TOTAL -County of Brant Roads	\$ 6,967.00	\$ 5,194.97
<b>TOTAL ASSESSMENT - COUNTY OF BRANT</b>		<b>\$ 8,467.00</b>	<b>\$ 6,330.47</b>

TOWNSHIP OF BLANDFORD-BLENHEIM  
SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
	Part of Lot 10 (Llolyn Farms Ltd.)	\$ 4,599.00	\$ 3,481.45
1	Part of Lot 11 (Van Wees Roses Inc.)	\$ 595.00	\$ 450.42
1	Part of Lot 11 (Truus Van Wees)	\$ 170.00	\$ 128.69
	SUB-TOTAL	\$ 5,364.00	\$ 4,060.56

By-law Number **1350-2001**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
	County of Oxford Roads - Highway 2	\$ 1,454.00	\$ 1,100.66
	County of Oxford - Special Assessment	\$ <u>5,615.00</u>	\$ <u>4,171.50</u>
	SUB-TOTAL -County of Oxford Roads	\$ 7,069.00	\$ 5,272.16
<b>TOTAL ASSESSMENT - TOWNSHIP OF</b>			
<b>BLANDFORD-BLENHEIM</b>		<b>\$ <u>12,433.00</u></b>	<b>\$ <u>9,332.72</u></b>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 5<sup>th</sup> day of September, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5<sup>th</sup> day of September, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1351-2001

Being a By-law to provide for the sale of a vacant parcel of land located at 87 Wolverton Street, being Part of Lot 11 according to Registered Plan No. 29, to Robert and Edith Gravill.

**WHEREAS** the Municipal Act, R.S.O. 1990, Chapter M.45, Section 193, and amendments thereto, provides the authority for municipal Councils to lawfully sell property of the Corporation.

**AND WHEREAS** the Township conducted a property tax sale for the said lands and the redemption price was not received.

**AND WHEREAS** the Township had the said lands vested in their ownership on June 5, 2001, by Instrument Number 447975 at the Oxford (No.41) Registry Office as a result of the unsuccessful tax sale.

**AND WHEREAS** Resolution Number 14 enacted on August 1<sup>st</sup>, 2001, by the Council of the Corporation of the Township of Blandford-Blenheim declared the vacant property (former Baptist Church lands), described in this by-law as surplus to the needs of the Township.

**AND WHEREAS** Resolution Number 9 was enacted on September 5<sup>th</sup>, 2001, by the Council of the Corporation of the Township of Blandford-Blenheim accepting the offer of Robert Gravill, R.R. No. 1, DRUMBO, Ontario, N0J 1G0, in the amount of \$500.00 for the said lands.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Robert and Edith Gravill, for Part of Lot 11, according to Registered Plan 29, at 87 Wolverton Street.
2. That any legal costs associated with the transfer of land shall be borne by the respective parties to the sale.

By-law **READ** a **FIRST** and **SECOND** time this 19<sup>th</sup> day of September, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 19<sup>th</sup> day of September, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

**BY-LAW NUMBER 1352-2001**

Being a By-law to appoint a Fire Chief, Building Inspector and to amend By-law Number 506-83, as amended, being a By-law to appoint certain municipal officials.

**WHEREAS** the Fire Protection and Prevention Act, 1997, Part II, being the Responsibility for Fire Protection Services, Section 6 (1) provides that the Council of a municipality shall appoint a fire chief where a fire department has been established.

**AND WHEREAS** By-law Number 1067-95, being a By-law to continue the Township Fire Department, provides that the head of the fire department shall be known as the Fire Chief.

**AND WHEREAS** the former Fire Chief, Jeffrey Glendinning, was duly elected as a Councillor for a three (3) year term commencing December 1<sup>st</sup>, 2000, which created the vacancy for the Fire Chief position.

**AND WHEREAS** the Act to Revise the Building Code Act, R.S.O. 1992, Chapter C.23, Sections 3 (2) and 15, and amendments thereto, provides the authority for every Township to appoint such inspectors as are necessary for the enforcement of the Act, specifically the inspection of unsafe buildings.

**AND WHEREAS** Section 207 (45) of the Municipal Act, R.S.O. 1990, Chapter M.45, and amendments thereto, provides that Councils of all municipalities may appoint such officers and employees as may be necessary for the purposes of the Corporation.

**AND WHEREAS** Council deems it desirable to have a full-time employee to serve as Fire Chief and also to provide an additional human resource for the Chief Building Official position to assist with their work commitments, sickness or vacation periods.

**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That Section 4 of By-law Number 506-83, as amended, is hereby further amended by adding the following section:
  - 1.1. "Section 4.3". That Rick Richardson is hereby appointed Fire Chief, pursuant to Section 6 (1) of the Fire Protection and Prevention Act, 1997, Part II, and amendments thereto; Inspector and Acting Chief Building Official, pursuant to Section 3 (2) of the Building Code Act, R.S.O. 1992, Chapter C.23, and amendments thereto, and By-law Enforcement Officer, Officer Identification Number 013 pursuant to Section 207 (45) of The Municipal Act, R.S.O. 1990, Chapter M.45, and amendments thereto.
2. That Section 1 of By-law Number 1070-95, enacted the 6<sup>th</sup> day of September, 1995, concerning the appointment of part-time Fire Chief, Jeffrey Glendinning, is hereby repealed.
3. That By-law Number 1298-98, as amended, enacted the 22<sup>nd</sup> day of July, 1998, concerning the appointment of Acting Chief Building Official, Mr. Ken Turner, is hereby repealed.

By-law Number **1352-2001** Cont'd.:

4. That By-law Number 1303-2000, enacted the 19th day of April, 2000, concerning the appointment of Acting Chief Building Official, Mr. R. A. (Bob) Sholtnauk, is hereby repealed.
5. The terms of this By-law shall take effect on the 1st day of October, 2001.

By-law **READ** a **FIRST** and **SECOND** time this 19th day of September, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 19th day of September, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER **1353-2001**

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Bell City Jerseys Ltd.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Application Number B-112/00 has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of One (1) residential lot, being composed of Part of Lot 11, Concession 2, (former Blenheim), more particularly described as Part 1 on Reference Plan 41R-6854.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated October 1<sup>st</sup>, 2001, for developing lands, being composed of Part of Lot 11, Concession 2 (former Blenheim), more particularly described as Part 1 on Reference Plan 41R-6854, between Bell City Jerseys Ltd. and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 17<sup>th</sup> day of October, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17th day of October, 2001.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

Document General  
Form 4 - Land Registration Reform Act

D

FOR OFFICE USE ONLY

Number.....**451146**  
**CERTIFICATE OF REGISTRATION**  
REGISTERED

2001-10-19

at **9.27** *mzbeen*  
Land Registry Office No. 41 Land Registrar

New Property Identifiers

Additional:  
See Schedule ☐

Executions

Additional:  
See Schedule ☐

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 13 pages

(3) Property Identifier(s) Block 00292 Property 0125 Additional:  
See Schedule ☐

(4) Nature of Document  
Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.

(5) Consideration  
---nil----- Dollars \$

(6) Description  
In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 11, Concession 2 (Blenheim), described as Part 1 on Reference Plan 41R-6854.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2001 10 17

(11) Address for Service 47 Wilmot Street South, DRUMBO, Ontario. NOJ 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

BELL CITY JERSEYS LTD.

(13) Address for Service R.R.#1, PRINCETON, Ontario. NOJ 1V0

(14) Municipal Address of Property

R.R.#1,  
Princeton, Ontario.  
NOJ 1V0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
NOJ 1G0

Fees and Tax

Registration Fee

600

Total

600

FOR OFFICE USE ONLY

**CONSENT AGREEMENT**  
**BELL CITY JERSEY'S LTD. SEVERANCE**  
**PART OF LOT 11, CONCESSION 2**  
**TOWNSHIP OF BLANDFORD-BLENHEIM**  
**(Formerly Township of Blenheim)**

THIS AGREEMENT made on the 1st day of October, 2001

BETWEEN:

BELL CITY JERSEYS LTD.

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the north side of Township Road 2 east of County Road 3 hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-112/00) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated December 7, 2000, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) for the new building lot created in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan, hereto attached, required by, and in accordance with various sections of this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within Township Right-of-Way

Work done within the road right-of-way by either the owner or Lot Purchaser shall be done to the Township's satisfaction.

1.4 Owner to notify Lot Purchaser of his obligations

The Owner agrees to notify the Lot Purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any Lot Purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the Lot Purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work, the location of the well and the location of the septic tile bed. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 15, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or

omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS

2.1 Section 65 Report

The Owner agrees to pay \$300 plus GST for the cost of preparing a report under Section 65 of the Drainage Act to reapportion assessments for maintenance of the Costin Drain.

2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the Lot Purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

3. OTHER DRAINAGE MATTERS

3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the Lot Purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

4. DRIVEWAY

4.1 General

The Owner agrees to notify the Lot Purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall consist of a granular surface.

4.2 Permits

The Owner shall advise each Lot Purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Specifications

The driveways and culverts shall be constructed in accordance with the requirements of Schedule C.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the Lot Purchaser.

6. PARKLAND FEES

6.1 Paying into Township's Reserve Account

The Owner agrees to pay for the new building lot created, a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed

into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deeds.

7. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The Township may hold the Owner or any Lot Purchaser liable for any damages to an existing road that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any utility, any sign and any other works in the boulevard.

8. BOULEVARDS

Upon completion of all work on the lot and in the road allowance, to a degree as required by the Township, the affected boulevard areas shall be regraded, topsoiled and seeded. Schedule C may provide details of the work required by the Lot Purchaser in the boulevards.

9. WATER SUPPLY

9.1 General

Individual or private water supply will be the responsibility of the Owner or the Lot Purchaser.

Any well shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines and policies.

Although the Township is unaware of any problems with the ground water or existing wells in the area, the owner or Lot Purchaser is advised to ensure the availability of a potable water supply prior to any construction.

10. SEWAGE DISPOSAL

10.1 General

Individual or private septic systems will be the responsibility of the Owner or the Lot Purchaser.

The septic system shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines & policies.

10.2 Timing

No building permits will be issued unless the applicant has the required Certificate of Approval from the Health Unit at the time of applying for the building permit.

11. CONSTRUCTION ON THE LOT

11.1 Work to be in Accordance with Approved Plan

All work on the new building lot created must be in accordance with the approved plan.

11.2 Lot Purchaser's Obligation to Revise Approved Plan

The Owner agrees to prepare or to advise the Lot Purchaser of their obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that driveways and private septic systems shall generally be in the same locations as shown on the approved plan.

The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The Lot Purchaser is responsible for implementing the site specific plan once approved.



11.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 11.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

11.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 15 hereto.

11.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

11.6 Changes

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

11.7 Ultimate Responsibility

All security monies provided by the Owner or any Lot Purchaser pursuant to Sections 1.1 and 15.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the Lot Purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

12. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

12.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

12.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected Lot Purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or Lot Purchaser forthwith upon demand by the Township.

12.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any Lot Purchaser under Section 14 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

12.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 15 hereto.

13. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall:

1. Have paid the \$321 for Assessment Reapportionment as required by Section 2.1.
2. Have paid the sum for parkland fees as required by Section 6 (\$700).
3. Have paid all outstanding accounts of the Township, including those required by Section 12.3.
4. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 17.
5. Have executed this agreement with the Township.

14. BUILDING PERMITS

14.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 11.2 must be approved. A building permit format shall be used whereby the Owner or Lot Purchaser shall not receive permission to frame until the foundation has been certified. The Owner or Lot Purchaser shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

14.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

14.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Obtain certificate of approval from Health Unit for the private septic systems.
- b) Provide security deposit for lot grading and driveway construction.
- c) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- d) Obtain the entrance permit from the applicable authority.

15. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

15.1 Amount of Security

To ensure that the Owner, the Lot Purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the Lot Owner at the time, without interest and less the costs of the Township Engineer's involvement with revised plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the roads are attended to and if all other matters required by this agreement are attended to.

15.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

15.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

15.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00. Multiple trips or revisions to plan may increase these fees.

15.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

15.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

15.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

16. DEFAULT

In addition to any other remedy which the Township may have against the Owner or any Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

17. REGISTRATION OF THIS AGREEMENT

17.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

17.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

18. EASEMENTS, BLOCKS

None are required.

19. MISCELLANEOUS

19.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, each Lot Purchaser shall assume the applicable obligations of the Owner as they relate to work on the applicable lot and with respect to finishing of driveways and boulevards.

19.2 Variations

All work is to be in accordance with the approved plan and in accordance with the revised plans to be prepared for each property subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

20. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.


IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

(SEAL)


OWNER

  
Per Bell City Jersey's Ltd. Keith Butcher

  
Per Bell City Jersey's Ltd. Tom McDougall

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-  
BLENHEIM

(SEAL)

  
Mayor - Donald S. Woolcott

  
Clerk - Keith Reibling

**SCHEDULE "A"**

Agreement Dated the 1st day of October, 2001.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lot 11, Concession 2 and more particularly described as Part 1 on Reference Plan 41R-6854.

**SCHEDULE "B"**

**CONSENT CONDITIONS**

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

north side of the Township Road 2 east of County Road 3, Part Lot 11, Concession 2, Township of Blandford-Blenheim, formerly Blenheim.

**CONDITIONS:**

1. *The lot to be severed and the lot to be merged with the abutting farm holdings be appropriately zoned.*
2. *The existing vacant residential lot described as Part Lot 11, Concession 2 (Blenheim) in the Township of Blandford-Blenheim be merged together with lands described as Part Lots 10 & 11, Concession 2, being the retained lands resulting from this application and that evidence of this merger be provided to the satisfaction of the County of Oxford.*
3. *If required, the applicant enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
4. *If required, drainage assessment re-apportionment be undertaken, if required, pursuant to Section 65 of the Drainage Act, R.S.O. 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
5. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
6. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall elapse.*

*Dated this 7<sup>th</sup> day of December, 2001.*

**SCHEDULE "C"****C.1 DRAINAGE****a) Road Ditches**

Existing grading of road ditch to be maintained

**b) Sump Pumps**

The foundation drain shall be connected to a sump pump which shall discharge to the surface.

**C.2 DRIVEWAY****a) Dimensions**

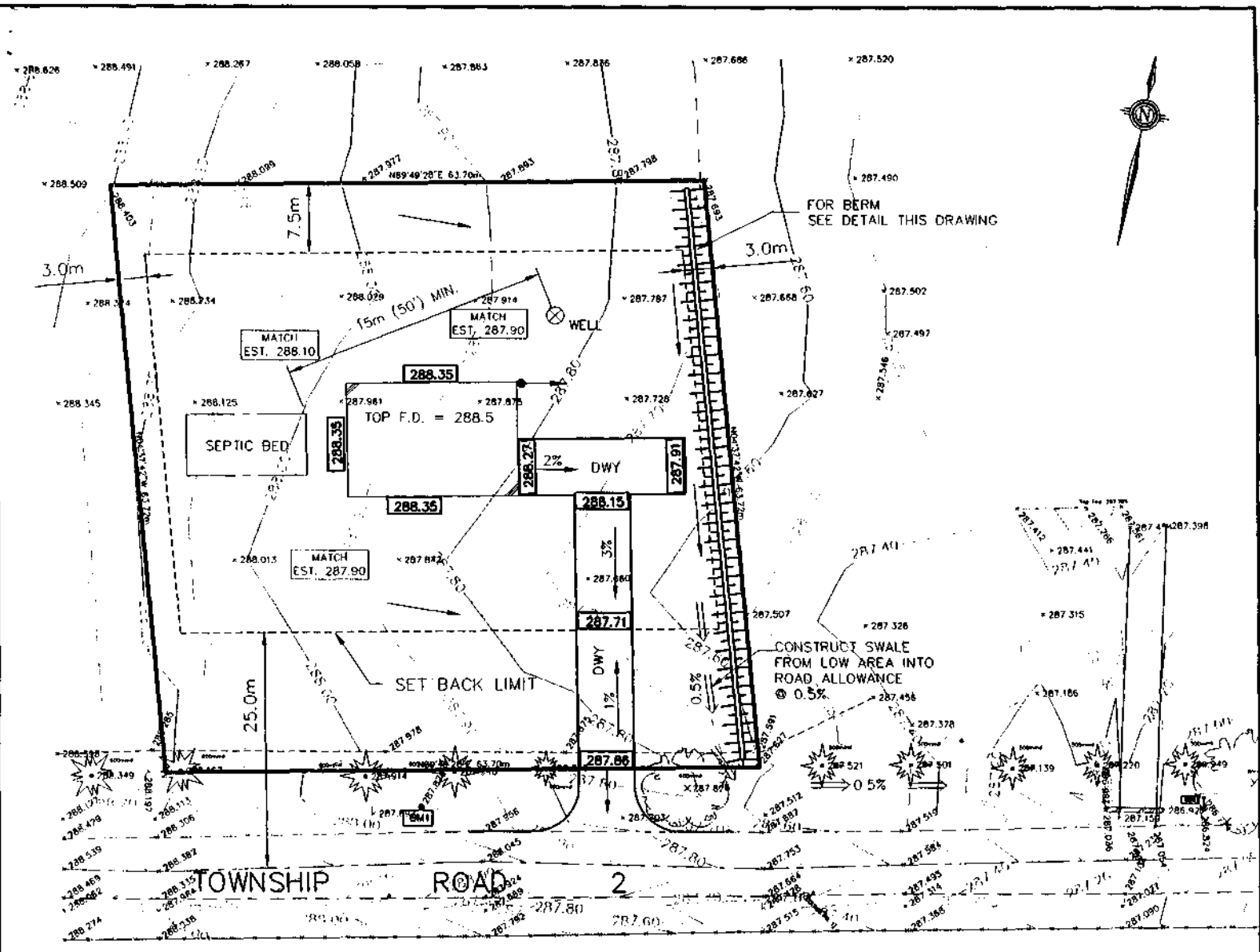
The minimum width shall be 3.5m and the maximum width is to be 6.0m.

**b) Materials**

- 250mm minimum Granular A

**c) Culvert**

- As required and supplied by Township Road Department



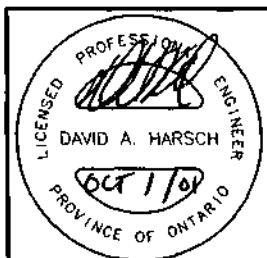
GENERAL NOTES

- 1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
- 2. ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED
- 3. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BYLAW AND PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
- 4. BERM ON THE EAST SIDE OF THE LOT SHALL BE LOCATED WHOLLY ON THE LOT.

LEGEND

- 306.00 EXISTING GRADE
- EXISTING GROUND CONTOUR ELEVATION
- 306.00** PROPOSED GRADE
- MATCH EST. 305.9** MATCH EXISTING GROUND ELEVATION EST = ESTIMATED
- DIRECTION OF SURFACE FLOW
- LOCATION OF PUMP DISCHARGE
- DIRECTION OF SWALE

BM#1 NAIL IN S/SIDE OF H.P. 28m± EAST OF SOUTH WEST CORNER ELEV 288.094



BELL CITY SEVERANCE  
TOWNSHIP OF Blandford-Blenheim

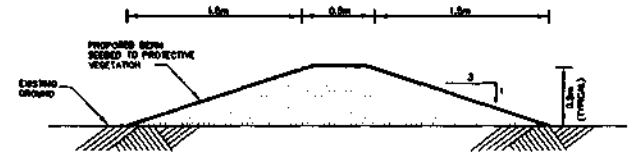
PART OF LOT 11

CONCESSION 2

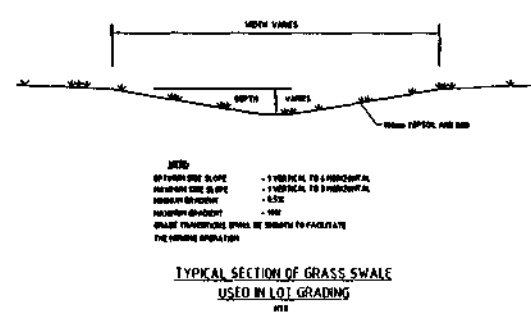
SCALE  
  
1:500

**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
KITCHENER ENGLISHTOWN SUDBURY

JOB NUMBER  
01-148  
DATE  
Sept 27, 2001  
DRAWING NUMBER  
1



BERM DETAIL (TYPICAL)  
SCALE: N.T.S.





THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1354-2001

Being a By-law to authorize the execution of a consent agreement between  
The Corporation of the Township of Blandford-Blenheim and Scott Ward.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows  
the granting of a consent by County Council with respect to lands and imposing of  
conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding  
Application Number B-110/99 has granted one (1) severance subject to conditions  
being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an  
Agreement with the developer to effect proper development of One (1) residential lot,  
being composed of Part of Lot 9, Lot 10, Plan 210 (former Blandford), more  
particularly described as Part 1 on Reference Plan 41R-6911.

**NOW THEREFORE**, the Municipal Council of The Corporation of the  
Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby  
instructed to execute on behalf of The Corporation of the Township of  
Blandford-Blenheim a Consent Agreement dated October 5<sup>th</sup>, 2001, for  
developing lands, being composed of Part of Lot 9, Lot 10, Plan 210, (former  
Blandford, more particularly described as Part 1 on Reference Plan 41R-6911,  
between Scott Ward and the Corporation of the Township of Blandford-  
Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 17<sup>th</sup> day of October, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17th day of  
October, 2001.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

<p style="text-align: center; font-size: 1.2em;"><b>479409</b></p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2004-09-02</p> <p>at..... Land Registry Office No. 41</p> <p style="text-align: right;">New Property Identifiers</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 1 pages</p>
	<p>(3) Property Identifier(s) Block Property</p> <p style="text-align: center;">00269 0146</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	
	<p>(4) Nature of Document</p> <p style="text-align: center; font-size: 1.1em;">RELEASE OF CONSENT AGREEMENT</p>	
	<p>(5) Consideration</p> <p style="text-align: center;">n/a</p> <p style="text-align: right;">Dollars \$</p>	
	<p>(6) Description</p> <p style="text-align: center;">In the former Township of Blandford, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 9, Lot 10, Plan 210 (Blandford), described as Part 1 on Reference Plan 41R-6911.</p>	
	<p>(7) This Document Contains:</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>	

(8) This Document provides as follows:

Release of Site-Plan Development Agreement registered on the 19<sup>th</sup> day of October, 2001, as Instrument #451145, between Scott Ward and the Corporation of the Township of Blandford-Blenheim.

The terms of this agreement have been complied with in regards to Part of Lots 9 and 10, Plan 210 (Blandford), described as PART 1 on Reference Plan 41R-6911 (P.I.N. 00269 0146), and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

Deed Number 458724 and Agreement Number 451145

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s) <b>THE CORPORATION OF THE</b>	 Donald S. Woolcott, Mayor	2004 09 01
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>	 Keith Reibling, Clerk-Administrator	2004 09 01

(11) Address for Service

47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s)		

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>107 Baird Street South Bright, Ontario. N0J 1B0</p>	<p>(15) Document Prepared by:</p> <p>Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;">60.00</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td>60.00</td> </tr> </table>	Registration Fee	60.00							Total	60.00
Registration Fee	60.00											
Total	60.00											

# Document General

Form 4 — Land Registration Reform Act

**D**

FOR OFFICE USE ONLY

Number.....**451145**  
**CERTIFICATE OF REGISTRATION**  
REGISTERED

**2001-10-19**

at.....**9:23**.....  
Land Registry Office No. 41 *mz* Land Registrar

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 13 pages

(3) Property Identifier(s)

Block  
00269  
00269

Property  
0137  
0062

Additional:  
See  
Schedule ☐

(4) Nature of Document

Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.

(5) Consideration

-----nil----- Dollars \$

(6) Description

In the former Township of Blandford, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 9, Lot 10, Plan 210 (Blandford), described as Part 1 on Reference Plan 41R-6911.

(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional  
Parties ☐

Other ☐

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2001 10 17

(11) Address  
for Service

47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

SCOTT WARD

(13) Address  
for Service

(14) Municipal Address of Property  
107 Baird Street,  
Bright, Ontario.  
N0J 1B0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

*60*

Total

*60*

**CONSENT AGREEMENT**

**S. WARD SEVERANCE**

**PART OF LOT 9 AND LOT 10, REGISTERED PLAN 210**

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
(FORMERLY TOWNSHIP OF BLANDFORD)

THIS AGREEMENT made on the 17<sup>th</sup> day of October, 2001

BETWEEN:

SCOTT WARD

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot on the west side of Baird Street, south of Cuthbertson Street, in the Village of Bright, municipally known as 107 Baird Street, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-110/99) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated November 2<sup>nd</sup>, 2000, a copy of all conditions which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialled by the Township Engineer.

1.3 Construction Within County Right-of-way

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the County's satisfaction.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify the lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS

2.1 Engineer's Report on Maintenance of Existing Drain

The owner agrees to pay the cost of \$321 for a new report pursuant to Section 65 of the Drainage Act to reapportionment assessments for maintenance of the Goff Drain.

2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the lot purchaser(s) of its obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act. The Owner and lot purchaser acknowledge that if drainage problems should result a future drain may be required and that assessments of cost may be made to them if the drain proceeds.

3. OTHER DRAINAGE MATTERSGrading of Lot (To Provide Proper Drainage)

- a) The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

4. DRIVEWAY4.1 General

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule C.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICESGeneral

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

6. STREET LIGHTING

The Owner agrees to pay the sum of \$100.00 to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

7. SIDEWALKS

The Owner agrees to pay the sum of \$500 to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. PARKLAND FEES

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The Township may hold the Owner or lot purchaser liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

10. BOULEVARDS

Upon completion of all work on the lot and in the road allowances, to a degree as required by the Township, the affected boulevard areas shall be regraded, topsoiled and sodded.

11. WATER SUPPLYa) Connection Charges

The Owner is currently identified in County of Oxford, Bylaw No. 3639-97, Schedule B as property code 150-09600-00, Baird Street and is therefore paying the appropriate service charge for a vacant serviced lot.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual water system fees under Schedule A of Oxford County Bylaw 4107-2001. These fees will commence ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

12. SEWAGE DISPOSALa) General

Individual or private septic systems will be the responsibility of the Owner or each Lot Purchaser.

The septic system shall be constructed in accordance with the Oxford County Board of Health and MOE guidelines and policies (see letter from County of Oxford Public Health Department to the County of Oxford Land Division Committee, dated August 31, 2000).

b) Timing

No building permit will be issued unless the applicant has required Certificate of Approval from the Health Unit at the time of applying for the building permit.

13. CONSTRUCTION ON THE LOT13.1 Work to be in Accordance with Approved Plan

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

13.2 Lot Purchaser's Obligation to Prepare Site Plan

The Owner agrees to prepare or to advise the lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that the dwelling and driveways shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 17 hereto.

- 13.5 Timing  
Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.
- 13.6 Changes  
All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.
- 13.7 Ultimate Responsibility  
All security monies provided by the Owner or the lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.
14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES
- 14.1 Review of Plans, Assistance in Finalizing the Consent Agreement  
The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.
- 14.2 Inspection of Construction by Township Engineer  
Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.
- 14.3 Township Legal and Engineer's Costs  
The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.
- 14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser  
These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.
15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED  
Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:
1. Have paid the sum for the Drainage reapportionment as required by Section 2.
  2. Have paid the sum for street lighting as required by Section 6.
  3. Have paid the sum for sidewalks as required by Section 7.
  4. Have paid the sum for parkland fees as required by Section 8.



5. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
6. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
7. Have executed this agreement with the Township.

16. BUILDING PERMITS

16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

16.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- c) Obtain the entrance permit from the applicable authority.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

17.1 Amount of Security

To ensure that the Owner, lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00. Multiple trips or revisions to the plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

**17.6 Completion of Lot Grading**

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

**17.7 Definition**

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

**18. DEFAULT**

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Section 326 of the Municipal Act, RSO 1990, as amended.

**19. REGISTRATION OF THIS AGREEMENT**

19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

**20. MISCELLANEOUS****20.1 Agreement to Enure**

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, the lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

**20.2 Variations**

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

Consent Agreement  
S. Ward

Page 8

21. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

OWNER

*Keith Reibling*

*Scott Ward*  
Per Scott Ward

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

(SEAL)

*Donald S. Woolcott*  
Mayor - Donald S. Woolcott

*Keith Reibling*  
Clerk - Keith Reibling

SCHEDULE "A"

Agreement Dated the 17<sup>th</sup> day of October, 2001.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blandford), in the County of Oxford, being composed of Part of Lot 9 and Lot 10, Registered Plan 210, and more particularly described as Part 1 on Reference Plan 41R 6911.

SCHEDULE "B"

CONSENT CONDITIONS

*In the case of an Application for Consent as made under Section 53 of the Planning Act, RSO 1990, as amended, as it affects the property located on the:*

*West side of Baird Street, south of Cuthbertson Street in the village of Bright, municipally known as 103 Baird Street.*

*Lots 9 and 10, Registered Plan 210, Township of Blandford Blenheim, formerly Township of Blandford.*

CONDITIONS:

1. *The applicant enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
2. *A 3.0 metre (10 foot) road widening along the frontage of the lot to be severed be conveyed to the County of Oxford, free of encumbrances and costs, to the satisfaction of the Director of Public Works.*
3. *Drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
4. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the subject property have been complied with.*
5. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise, have been complied with.*
6. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, R.S.O., 1990, as amended, within one year from the date of the mailing of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for certification pursuant to Subsection 42, of Section 53 of the Planning Act, R.S.O., 1990, as amended, within one year from the date of the mailing of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

*Dated this 2nd day of November, 2000*

SCHEDULE "C"

C.1 DRAINAGE

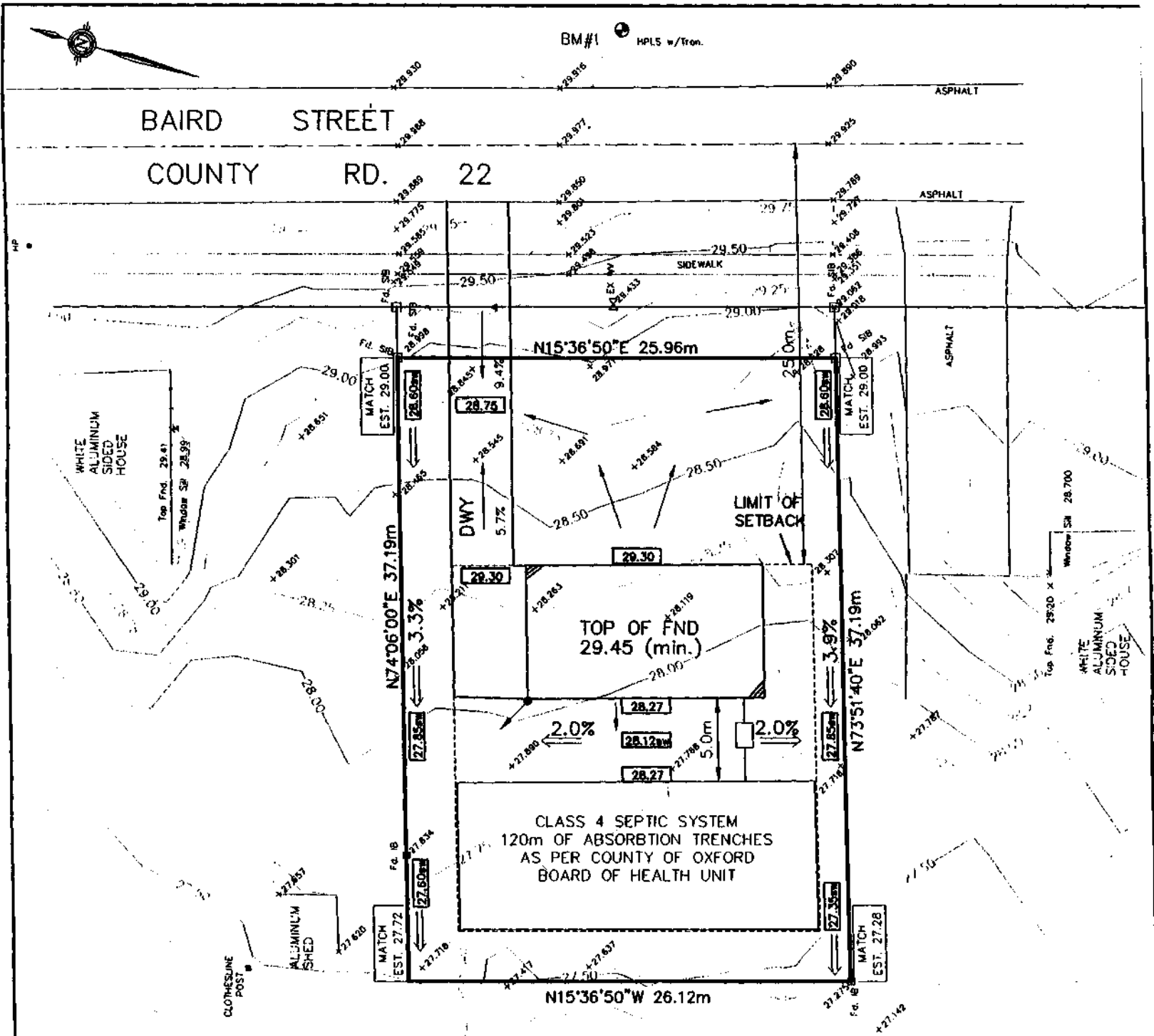
- a) Roof Drainage  
Roof drainage shall discharge onto the surface.
- b) Lot Drainage
  - surface flow
  - to be in accordance with approved plan
- c) Foundation Drainage
  - sump pump, pumped over foundation wall and discharged to the surface

C.2 DRIVEWAY

- a) Dimensions  
The minimum width shall be 3.5m and the maximum width shall be 6.0m.
- b) Materials
  - 250mm minimum of Granular A
  - 50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.

C.3 BOULEVARD CONSTRUCTION

Boulevard to be topsoiled and sodded.



GENERAL NOTES

1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
2. ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED
3. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS OF SETBACK IN ACCORDANCE WITH THE ZONING BYLAW AND THE BOARD OF HEALTH, PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
4. SWALES ON THE NORTH & SOUTH SIDE OF THE LOT SHALL BE LOCATED WHOLLY ON THE LOT
5. THIS LOT GRADING PLAN SHOWS DRAINAGE ONTO PRIVATE PROPERTY TO THE WEST. IF THESE LANDS ARE DEVELOPED, ADDITIONAL DRAINAGE IMPROVEMENTS MAY BE NECESSARY. THERE MAY BE COSTS ASSOCIATED WITH DRAINAGE IMPROVEMENTS TO 107 BAIRD STREET.

LEGEND

X 27.750 EXISTING GRADE

EXISTING GROUND CONTOUR ELEVATION

28.00

PROPOSED GRADE

MATCH EST. 28.00

MATCH EXISTING GROUND ELEVATION AT PROPERTY LINE EST = ESTIMATED

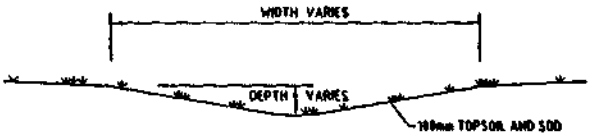
DIRECTION OF SURFACE FLOW

DIRECTION OF SWALE

LOCATION OF PUMP DISCHARGE

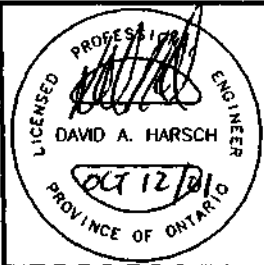
LOCATION OF PUMP DISCHARGE

BM#1 NAIL IN N/SIDE OF H.P. #36221 w/LIGHT & TRANSFORMER ON EAST SIDE OF COUNTY RD. 22 IN FRONT OF LOT ELEV 30.00



NOTE:

- OPTIMUM SIDE SLOPE - 1 VERTICAL TO 6 HORIZONTAL
- MAXIMUM SIDE SLOPE - 1 VERTICAL TO 3 HORIZONTAL
- MINIMUM GRADIENT - 10%
- MAXIMUM GRADIENT - 10%
- GRADE TRANSITIONS SHALL BE SMOOTH TO FACILITATE THE MOVING OPERATION
- TYPICAL SECTION OF GRASS SWALE USED IN LOT GRADING



SCOTT WARD SEVERANCE  
 TOWNSHIP OF Blandford-Blenheim  
 107 BAIRD ST.

SCALE



K. SMART ASSOCIATES LIMITED  
 CONSULTING ENGINEERS AND PLANNERS  
 KITCHENER ENGLEHART SUDBURY

JOB NUMBER 01-182  
 DATE OCT 17, 2001  
 DRAWING NUMBER 1

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1355-2001

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Barker Drain 2000.

**WHEREAS** By-law Number 1329-2001 enacted the 21<sup>st</sup> day of March, 2001, provided for the construction of the Barker Drain 2000, based on the estimates contained in a drainage report dated November 17, 2000, as submitted by John Kuntze, P.Eng., from the firm of K. Smart & Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the total actual cost to construct the Drainage Works was \$47,570.37. The Engineer's Estimated Costs to construct the Drainage Works was \$41,550.00 less \$10,506.00 for Highway #2 (County of Oxford and County of Brant) for Special Assessments for a Net Estimated Cost of \$31,044.00. The Actual Costs for the Special Assessments was \$10,969.50 for Highway #2, reducing the net actual costs to \$36,600.87 for pro-rata purposes. The Actual cost to construct the Drainage Works was over the Estimated Costs by a sum of \$5,556.87 or 117.9% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contribution towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

COUNTY OF BRANT

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
	County of Brant -Highway 2	\$ 1,500.00	\$ 1,768.50
	County of Brant - Special Assessment	\$ <u>5,253.00</u>	\$ <u>5,484.75</u>
	SUB-TOTAL -County of Brant Roads	\$ 6,753.00	\$ 7,253.25
<b>TOTAL ASSESSMENT - COUNTY OF BRANT</b>		<b>\$ <u>6,753.00</u></b>	<b>\$ <u>7,253.25</u></b>

TOWNSHIP OF BLANDFORD-BLENHEIM  
SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
1	Part of Lot 13 (Blake Mullin)	\$ 38.00	\$ 44.80
1	Part of Lot 13 (Neil & Sheila Beaton)	21.00	24.76
1	Part of Lot 13 (William & Constance Agnew)	25.00	29.47
1	Part of Lot 13 (Clarence Casler)	35.00	41.26
1	Part of Lot 13 (Gary & Sharon Laird)	25.00	29.47
1	Part of Lot 13 (Dennis & Dorothy Davis)	25.00	29.47
1	Part of Lot 13 (Jeffrey & Lorraine Laird)	25.00	29.47
1	Part of Lot 13 (Clifford & Irene Kellestine)	12.00	14.15



By-law Number 1355-2001 Cont'd.

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
1	Part of Lot 13 (Simon Dyt & Sheila Burwell)	25.00	29.47
1	Part of Lot 13 (Jan & Els Van Kooten)	18.00	21.22
1	Part of Lot 12 (Arnold & Johanna Janssen)	1,094.00	1,289.83
1	Part of Lot 12 (Jamie & Julia MacDonald)	18.00	21.22
1	Part of Lot 12 (F. Elizabeth Casler)	13.00	15.33
1	Part of Lot 12 (James & Margaret Church)	25.00	29.47
1	Part of Lot 12 (Edward & Helen Bailey)	10.00	11.79
1	Part of Lot 12 (Hydro One Networks)	10.00	11.79
1	Part of Lot 12 (Kathryn Keys)	25.00	29.47
1	Part of Lot 12 (Kelly & Marion Baker)	18.00	21.22
1	Part of Lot 12 (Colin Craggs & Catherine Chesney)	12.00	14.15
1	Part of Lot 13 (Princeton Holdings Ltd.)	134.00	157.99
1	Part of Lot 12 (John & Irene Courtney)	1,010.00	1,190.79
1	Part of Lot 12 (Michael & Pamela Ashton)	38.00	44.80
1	Part of Lot 12 (Billy & Wilma Skokun)	25.00	29.47
1	Part of Lot 12 (Elizabeth Cowan)	25.00	29.47
1	Part of Lot 12 (Robert & M. Ann Stevenson)	25.00	29.47
1	Part of Lot 12 (Christopher & Lynne McDougall)	31.00	36.55
1	Part of Lot 12 (Arnold & Diane Churchill)	28.00	33.01
1	Part of Lot 12 (Beverly & Joan Courtney)	28.00	33.01
1	Part of Lot 12 (Erika Quinney)	25.00	29.47
1	Part of Lot 12 (Susan Casler)	12.00	14.15
1	Part of Lot 12 (Harry & Donna Baldwin)	28.00	33.01
1	Part of Lot 13 (Kurt & Kathleen Mitchell)	45.00	53.05
1	Part of Lot 13 (Keith & Patricia Cadwell)	29.00	34.19
1	Part of Lot 13 (Herbert Howes)	185.00	218.11
1	Part of Lot 13 (Gary & Valerie Fawcett)	39.00	45.98
1	Part of Lot 13 (Timothy & Janice Myers)	23.00	27.12
1	Part of Lot 13 (Abraham & Susana Martens)	21.00	24.76
1	Part of Lot 13 (Doris Rabb)	41.00	48.34
1	Part of Lot 13 (Verna Westman)	31.00	36.55
1	Part of Lot 13 (Randy & Peggy Crosby)	29.00	34.19
1	Part of Lot 13 (Norman & Joyce Edwards)	12.00	14.15
1	Part of Lot 13 (Herbert Howes)	277.00	326.58
1	Part of Lot 13 (Albert Raycraft)	624.00	735.70
1	Part of Lot 13 (Anne Riley)	2.00	2.36

By-law Number 1355-2001 Cont'd.

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
1	Part of Lot 13 (Rose-A-Lea - Princeton)	30.00	35.37
1	Part of Lot 13 (E. Berniece Collie)	123.00	145.02
1	Part of Lot 13 (Gerard & Mary Grant)	123.00	145.02
1	Part of Lot 13 (Truus Van Wees)	1,584.00	1,867.54
1	Part of Lot 13 (Peter Van Wees)	1,584.00	1,867.54
1	Part of Lot 13 (Van Wees Flower Centre)	2,783.00	3,281.16
1	Part of Lot 11 (Van Wees Roses Inc.)	236.00	278.24
1	Part of Lot 11 (Paul & Lucretia Brittain)	2.00	2.36
1	Part of Lot 11 (Truus Van Wees)	10,023.00	11,817.12
1	Part of Lot 11 (Dyce & Edna Williamson)	2.00	2.36
1	Part of Lot 11 (Anthony & Elizabeth Janssen)	580.00	683.82
2	Part of Lot 11 (Bell City Jerseys Ltd.)	385.00	453.91
2	Part of Lot 11 (Reginald & Janet Butcher)	63.00	74.28
2	Part of Lot 12 (Douglas & Kathleen Govier)	63.00	74.28
2	Part of Lot 12 (B. Ann Govier)	1,600.00	1,886.40
2	Part of Lot 12 (Robert Govier)	1,010.00	1,190.79
2	Part of Lot 12 (Leigh & Joyce Young)	48.00	56.59
2	Part of Lot 12 (Norman & Helen Church)	111.00	130.87
2	Part of Lot 12 (Philip & Ronald Church)	304.00	358.42
2	Part of Lot 12 (Walter & Cheryl Cadwell)	21.00	24.76
2	Part of Lot 12 (Kenneth & Joyce Govier)	43.00	50.70
2	Part of Lot 12 (Alan & Terri Ritchie)	170.00	200.43
1	Part of Lots 11 & 12 (C.N.R.)	<u>2,013.00</u>	<u>2,373.33</u>
SUB-TOTAL		\$27,142.00	\$32,000.39
Township Roads		609.00	718.04
County of Oxford Roads		1,793.00	2,113.94
Special Assessment -Highway 2 (County of Oxford)		<u>5,253.00</u>	<u>5,484.75</u>
<b>TOTAL ASSESSMENT -</b>			
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$34,797.00</u></b>	<b><u>\$40,317.12</u></b>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 17<sup>th</sup> day of October, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17<sup>th</sup> day of October, 2001.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.



**Document General**  
Form 4 — Land Registration Reform Act

**D**

FOR OFFICE USE ONLY

451990

Number.....  
**CERTIFICATE OF REGISTRATION**  
REGISTERED

2001-11-22

at 16:23 *mzbeur*  
Land Registry Office No. 41 Land Registrar

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 3 pages

(3) Property  
Identifier(s)

Block  
00282

Property  
0015

Additional:  
See  
Schedule ☐

(4) Nature of Document

By-law Number 1356-2001

(5) Consideration

-----nil----- Dollars \$

(6) Description

In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of an original unopened road allowance, located between Concessions 7 and 8, at Lot 16, and a road widening located in Concession 7, at Lot 16, described as PARTS 1, 3 and 4 on Reference Plan 41R-6905.

(7) This  
Document  
Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional  
Parties ☐

Other ☐

(8) This Document provides as follows:

See By-law attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2001 11 22

(11) Address  
for Service 47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

(13) Address  
for Service

(14) Municipal Address of Property  
R.R.#1,  
Drumbo, Ontario.  
N0J 1G0

(15) Document Prepared by:  
Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

600

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1356-2001

Being a By-law to provide for the stopping up, closing and sale of an original unopened road allowance, located between Concessions 7 and 8, at Lot 16, (former Blenheim) and to acquire lands used as a travelled road allowance in Concession 7, at Lot 16 (former Blenheim).

**WHEREAS** the Councils of every municipality are authorized by Sections 297 and 315 of the Municipal Act, R.S.O. 1990, Chapter C.45, and amendments thereto, to pass by-laws for the stopping up and closing of a highway or part of a highway.

**AND WHEREAS** the Councils of every municipality are authorized by Section 259 of the Municipal Act, R.S.O. 1990, Chapter C.45, and amendments thereto, to pass by-laws for acquiring or for assuming part of a highway;

**AND WHEREAS** the Councils of local municipalities are authorized by Section 210, Subsection 111 of the Municipal Act, R.S.O. 1990, Chapter M.45, and amendments thereto, to pass by-laws to provide for the naming of highways;

**AND WHEREAS** Council enacted By-law Number 1309-2000 on the 2nd day of August, 2000, being a by-law to assume ownership of the original unopened road allowance located between Concessions 7 and 8, at Lot 16 (former Blenheim) for the use and benefit of the public;

**AND WHEREAS** Council considered a letter dated June 13th, 2001, from Larry R. Richardson on behalf of the prospective purchaser, Theresa Jones, regarding the Larry West property, to stop up, close and transfer a portion of original road allowance, located north of the travelled road allowance known as Township Road #8. The Council considered the Solicitor's request at their June 20th, 2001, regular meeting, and enacted the following resolution:

"Whereas Council received a request from Larry West's Solicitor Larry Richardson, to close and transfer (sell) a portion of unopened original road allowance located between Concessions 7 and 8, in Lot 16 (former Blenheim).

Be it Resolved that Council supports the request in principle and authorizes the Clerk to initiate the process, provided the applicants agree to pay all legal costs involved."

**AND WHEREAS** notice of this By-law has been published once a week for four (4) successive weeks during September and October, 2001, in the Ayr News, being a newspaper published weekly, as well as a notice posted during September and October, 2001, in six public places in the immediate neighbourhood of the unopened original road allowance in the Township of Blandford-Blenheim;

**AND WHEREAS** the Council of the Corporation of the County of Oxford at their meeting held in Woodstock on Wednesday, October 24th, 2001, advised that they have no objection to the stopping up and closing of the lands hereinafter described, pursuant to Section 50, subsection 1 of the County of Oxford Act, R.S.O. 1990, Chapter C.42, and amendments thereto;

**AND WHEREAS** Theresa Jones owns land in Lot 16, Concessions 7 and 8 (former Blenheim) adjacent to the original unopened road allowance and agrees to purchase the lands in accordance with the Township's base minimum price of \$.05 cents per square foot for the Agricultural zoned lands;

**AND WHEREAS** the Township of Blandford-Blenheim occupies a portion of the Jones land in Lot 16, Concession 7 (former Blenheim), being part of the travelled road allowance (Township Road 8) and agrees to purchase the lands from Jones in accordance with the Township's base minimum price of \$.05 cents per square foot for the Agricultural zoned lands;

**AND WHEREAS** the Council of the said Corporation has heard in person or by his counsel, solicitor or agent, all persons claiming that their land will be prejudicially affected by this By-law, and who applied to be heard.

By-law Number **1356-2001** Cont'd.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That upon and after the passing of this By-law the following original road allowance is hereby closed and stopped up:
  - 1.1 All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Blandford-Blenheim, formerly Blenheim, in the County of Oxford and being composed of a portion of unopened original road allowance located between Concessions 7 and 8, at Lot 16, more particularly described as follows:

PART 1 on a Reference Plan deposited in the Registry Division of Oxford (No. 41) as 41R-6905.
2. All that part of the said original unopened road allowance described in Section 1.1 herein shall be sold by the Township of Blandford-Blenheim to Theresa Lynn JONES, for the sum of Two Thousand, and One (\$2,001.00) DOLLARS.
3. The Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim, be and they are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect conveyance to the said lands and premises referred to in Section 1.1.
4. That Council agrees to acquire a parcel of land presently used as part of a travelled road allowance located in Concession 7, at Lot 16, (former Blenheim) more particularly described as follows:


PARTS 3 and 4 on a Reference Plan deposited in the Registry Division of Oxford (No. 41) as 41R-6905.

  - 4.1 All that part of the said travelled road allowance described in Section 4 herein shall be purchased by the Township of Blandford-Blenheim from Theresa Lynn JONES for the sum of Ninety-eight (\$98.00) DOLLARS.
  - 4.2 That the parcel of land described in Section 4 herein is assumed as a municipal public highway for the use and benefit of the public.
5. That the parcel of land described in Section 4 herein, shall be named "Township Road 8".

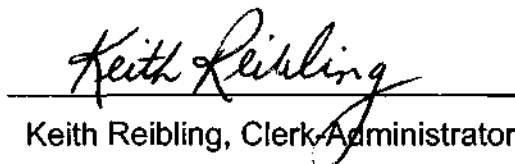
By-law **READ** a **FIRST** and **SECOND** time this 7th day of November, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of November, 2001.

(SEAL)



Donald S. Woolcott, Mayor



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1357-2001

Being a by-law to establish the Due Date for the 2001 Final tax levy on Commercial, Industrial, Large Industrial and/or Multi-Residential tax classes.

**WHEREAS**, the Council of the Township of Blandford-Blenheim enacted By-Law No. 1346-2001, on July 4, 2001 which adopted the 2001 estimates for the purposes of the municipality and levied the tax rates for all purposes.

**AND WHEREAS**, Section 6 of By-Law No. 1346-2001, stated that the 2001 final taxes for commercial, industrial, large industrial and/or multi-residential shall become due and payable after the 2001 capping adjustments are available at a date be established by Council.

NOW THEREFORE, the Council of the Township of Blandford-Blenheim enacts as follows:

1. That final taxes for properties with commercial, industrial, large industrial and/or multi-residential tax classes shall become due and payable in whole (one payment) on or before **November 30, 2001**.
2. That a penalty of 1 ¼% be added to the amount due on November 30, 2001, if these amounts are unpaid after such date, and 1 ¼% per month on the first day of each calendar month thereafter, in accordance with the by-laws governing the same.
3. That the amounts levied shall be paid by the person or persons charged with the payment thereof, to the "Tax Collector" of the Township of Blandford-Blenheim, or to any of the following banks:

"The Canadian Imperial Bank of Commerce" Ayr and Plattsville  
"The Bank of Montreal" Drumbo.

By-law **READ** a **FIRST** and **SECOND** time this 7<sup>th</sup> day of November 2001.

By-Law **READ** a **THIRD** time and **FINALLY PASSED** in open Council this 7<sup>th</sup> day of November, 2001.

(Seal)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1358-2001

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Cruickshank Drain Improvement 2000.

**WHEREAS** By-law Number 1332-2001 enacted the 21<sup>st</sup> day of March, 2001, provided for the construction of the Cruickshank Drain Improvement 2000, based on the estimates contained in a drainage report dated November 30<sup>th</sup>, 2000, as submitted by Paul Elston, P.Eng., from the firm of R.J. Burnside & Associates Ltd.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works were \$15,065.20. The Engineer's Estimated Costs to construct the Drainage Works was \$18,000.00. The Actual cost to construct the Drainage Works was under the Estimated Costs by a sum of \$2,934.80 or 83.7% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**THEREFORE**, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
2	Lot 13 (Raymond Cruickshank)	\$ 75.00	\$ 62.78
3	Lot 12 (Robert Gilroy, Jeffrey & Lyle Yeandle)	112.00	93.75
3	Lot 13 (R. Hugh & Carolyn Cruickshank)	513.00	429.39
4	Lot 12 (Llilyn Farms Ltd.)	<u>25.00</u>	<u>20.93</u>
SUB-TOTAL		\$ 725.00	606.85
Roads of Municipality - Township Road 4		52.00	43.53
County of Oxford - Oxford Road 3		<u>17,223.00</u>	<u>14,414.82</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF</b>			
<b>BLANDFORD-BLENHEIM</b>		<b><u>\$18,000.00</u></b>	<b><u>\$15,065.20</u></b>

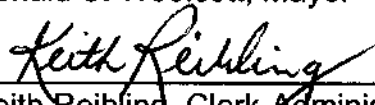
2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 19<sup>th</sup> day of December, 2001.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 19<sup>th</sup> day of  
December, 2001.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator